



National Custodial Specification

SOLICITATION NUMBER: G S - 02 P - 16 - PV - SL30

SERVICE: CUSTODIAL AND RELATED SERVICES
THE MANHATTAN CAMPUS

THE MANHATTAN CAMPUS LOCATIONS:

Courthouses:

- 1) Thurgood Marshall Courthouse, 40 Foley Square, NY, NY 10007
- 2) Daniel Patrick Moynihan Courthouse, 500 Pearl Street, NY, NY 10007
- 3) United States Court of International Trade, 1 Federal Plaza, NY, NY 10278

Federal Buildings:

- 4) US Mission to the United Nations, 799 United Nations Plaza, NY, NY 10017
- 5) Ted Weiss Federal Building, 290 Broadway, NY, NY 10007
- 6) Silvio Mollo Federal Building, 1 Saint Andrew's Plaza, NY, NY 10007
- 7) Federal Office Building, 201 Varick Street, NY, NY 10014
- 8) Jacob K. Javits Federal Building, 26 Federal Plaza, NY, NY 10278

Garage:

- 9) Howard Street Garage, 203-209 Centre Street, NY, NY 10013

The nine facilities referenced above will be referred in this solicitation as the "Manhattan Campus".

PERIOD OF PERFORMANCE: One Base Year + 4 One year Options

SOLICITATION ISSUE DATE: August 1st, 2016

OFFER RECEIPT DATE/TIME: August 18th, 2016

Summary of expectations for aggregated services related to the Manhattan campus

One Campus –

It is GSA's expectation that the selected vendor will maximize all available efficiencies that can be achieved by combining multiple facilities under one aggregated contract. The proposed management structure must reflect efficiencies achieved by aggregating requirements. The leadership and management team structure should address this requirement as a campus and not as individual facilities. Sharing management teams across facilities is encouraged and expected. Sharing both fulltime and part time laborers across facilities is encouraged. Additionally, the selected vendor shall look for every opportunity to leverage their purchasing based on the totality of this requirement.

Prioritizing Spaces -

While it is our shared goal of providing the highest level of services to each and every tenant, priority should be shown in the following order; the Courthouses, the US Mission to the UN, the remaining federal buildings and the garage. Within the Courthouses, priority follows the following order; Courtrooms (all types), Judge's Chambers, common spaces and the Clerk's offices.

Level of Finishes –

The selected vendor shall become familiar with each facility and identify the unique features and attributes associated with individual spaces. Special attention should be given to the level of finishes. For example, many spaces within the Courthouses contain higher level of finishes than those in typical office space. These variations need to be considered when allocating resources and shall be integrated into all quality control programs

Telework And Mobile Work -

In some GSA Federal buildings the building occupants participate in recurring working arrangements where, during the week, and especially on Fridays and Mondays, the space may be vacant. In these areas it is possible that the space does not require routine cleaning and trash removal. In such instances, where possible, adjustments should be made to the contracts to reflect these arrangements. This does section does not pertain to the three Courthouse identified in the Scope of work.

Reduction in trash and bins -

NYC has recently passed a bill to require grocery stores and other retailers to charge five cents for every plastic bag used by their customers. This is an effort to reduce the amount of plastic bags entering the waste stream. GSA will be initiating its own effort to achieve the same goal. We will be reducing the number of trash and recycle bins in all federal buildings. As a general rule, we will use an employee to trash bin ratio of 4:1. Therefore, for every four employees we will be providing one trash bin. The location of these bins can be determined on a case by case basis and any effort to increase this ratio is encouraged. The selected vendor will be required to collect all bins that are being taken out of circulation in the first month of this contract.

The goals associated with this initiative will be rolled out in a communication plan to our tenants. GSA will be taking a top down approach towards communicating the change. We will communicate with individual agency heads, facility managers, local manager and individual employees.

This strategy will not be implemented in the three courthouses. Instead the vendor will empty the content of each trash bin into larger containers, making sure that no food or other waste remains in the original bin.

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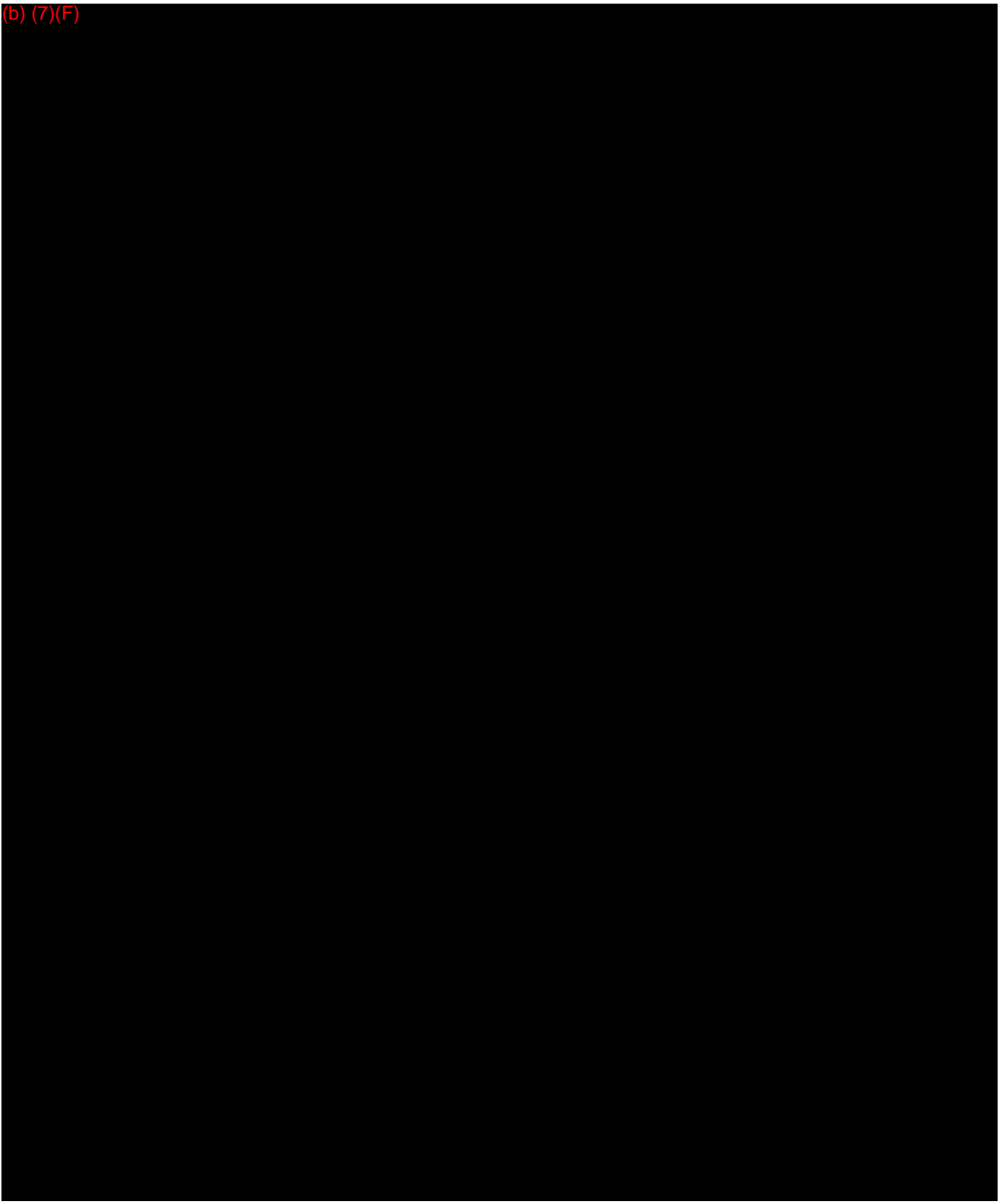


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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY *(Print)*

42b. RECEIVED AT *(Location)*

42c. DATE REC'D *(YY/MM/DD)*

42d. TOTAL CONTAINERS

B. SERVICES, ORDERING AND PRICES

B.1 Description of Services:

The Contractor shall provide all personnel, labor, equipment, material, tools, supplies, supervision, management, training/certifications, and services, except as may be expressly set forth as Government furnished, and otherwise accomplish all actions necessary to or incident to or incident to, perform and provide the work efforts described in the Scope of Work and shall plan, schedule, coordinate and assure effective performance of all custodial and related services in accordance with the performance standards described in Section C and in accordance with the requirements of this solicitation at the following buildings:

THE MANHATTAN CAMPUS LOCATIONS:

Courthouses:

- | | |
|----|---|
| 1) | Thurgood Marshall Courthouse, 40 Foley Square, NY, NY 10007 |
| 2) | Daniel Patrick Moynihan Courthouse, 500 Pearl Street, NY, NY 10007 |
| 3) | United States Court of International Trade, 1 Federal Plaza, NY, NY 10278 |

Federal Buildings:

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Garage:

- 9) Howard Street Garage, 203-209 Centre Street, NY, NY 10013

Note: Unless otherwise specified, all monthly and hourly rates apply to work performed during normal and other than normal working hours as defined in Section C.

This Solicitation will result in the issuance of a master Blanket Purchase Agreement and three Task Orders. One Task Order will be issued for each Field Office (Greater Manhattan Field Office, Lower Manhattan Field Office, and the Federal Plaza Field Office.)

B.2 Offer for standard (basic) services:

Submit a per-month price for the base period to provide custodial and related services described herein:

See Attached Pricing Spreadsheet

B.3. Offer for above standard services:

Submit a price for additional services, when ordered, that are in addition to the services specified herein as "basic services" (or "standard services"). Orders for additional services may be placed orally or in writing by the Contracting Officer's Representative (COR), when the amount of the order totals \$2,500 or less, or in the event of an emergency. All orders that exceed \$2,500 will be placed or confirmed by issuance of a GSA Form 300, Order for Supplies or Services. The GSA Form 300 will describe the services to be provided, and will establish, using Government standards, the maximum number of hours of service for which the contractor will be compensated.

A. Regular and overtime services

Individual orders for additional services involving more than forty (40) man-hours will only be issued with the assent of the contractor. The total number of hours of additional services, estimated to be required during any twelve (12) month period of performance, is 400 man hours. However, this estimate neither obligates or restricts the Government to order these hours.

This additional services provision is intended to be used to satisfy the Government's short-term, non-recurring need for services. Should a continuing need for additional services arise, a contract modification will be negotiated, pursuant to the "Changes" clause (FAR 52.243-1) contained in Section I.

See Attached Pricing Spreadsheet

(See Section C, paragraphs C.5 [Standard Services] and C.6 [Above-Standard Services].)

Notes

1. Do not include any allowance for additional services in the monthly price.
2. Do not include any allowance for any contingency to cover increased costs for which adjustments are provided for under the FAR clause entitled "52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts)".
3. You must quote prices for the initial one year period as well as for the four (4) one year option periods in order to be considered for award.
4. Only designated GSA officials may order additional contract services.
5. Orders of \$2,500 or less may be processed using the Government-wide commercial purchase card (credit card). The contractor, therefore, shall have the capability of accepting credit card payments (see Section G).
6. Emergency orders may be placed orally by the COR but will be confirmed by a formal, written order.

B.4. Service employees:

The predominant classes of service employees engaged in the work covered by this contract are cleaning person(s).

B.5. Minimum hourly wages and fringe benefits:

The minimum wage rates and fringe benefits applicable to the period of performance are outlined in wage determination No.: 1977-0225, Rev. 57, 12/22/2014.

B.6. FAR 52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a fixed price with economic price adjustment contract resulting from this solicitation. (End of provision)

B.7. Pricing of base and option years:

(includes "Option Year Agreement")

- A. This contract includes a base year, and four (4) option years. The prices for the base year and option years will be adjusted, in accordance with FAR 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts). No other adjustments will be made, except those made necessary as a result of changes to the scope of work or Building Information Sheet.
- B. Prior to the contract anniversary date, the Government will furnish the contractor with changes to the scope of work and revisions to the Building Information Sheet, if any, and updated wage determinations to assist the contractor in pricing the base or option year. Upon request, the contractor shall furnish the Government with necessary back-up documentation to justify/explain the proposed price adjustments.
- C. The contractor shall complete all subcontract work exceeding \$2,500.00 amongst at least three (3) firms, with the goal of obtaining best-value pricing. Small business firms from the local trading area should be sought as subcontractors, to the maximum extent possible.
- D. If start-up costs are included in the base-year pricing, they should not also be carried over into the pricing for the follow-on years.
- E. FAR 52.222-43 allows the incorporation of FICA, worker's compensation, and unemployment insurance on the increased amount for wages and fringe benefits. In the event there is a cap on unemployment insurance (FUTA/SUTA), however, and this cap has already been reached, additional dollars should not be included.
- F. The elevator operators, porters, porter/watchmen, cleaning persons, matrons, security porters, and exterminators will be subject to annual price adjustments under FAR 52.222-43.
- H. Managers and Supervisors will not be subject to annual price adjustments under FAR 52.222-43.

C. DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

C.1 Definitions

C.1.0 General Program

The work specified in this specification shall be in accordance with all Federal, State, county and city laws, codes, and ordinances and shall follow the more stringent of them. In addition to compliance with these laws, the Contractor shall follow all applicable standard industry practices including, but not limited to, the Occupational Safety and Health Act (OSHA) and NIBS.

C.1.0.0 Above Standard Services

Above Standard Services are services not covered in the monthly price of the contract. Contractor prices include all applicable labor, materials, supplies, training/certifications, equipment (except as otherwise provided), supervision, and management.

C.1.0.1 Acceptance

The term constitutes acknowledgment that the supplies or services required in the contract conform to applicable contract quality and quantity requirements.

C.1.0.2 Approval

'Approval' means the Government has reviewed the submittals, deliverables, or administrative documents [e.g., insurance certificates, Safety Data Sheets (SDS), etc.], and has determined that the documents conform to contract requirements. Government approval shall not relieve the Contractor of responsibility for complying with Federal, State, and local laws and regulations.

C.1.0.3 Building

A reference to 'facility' and 'site' is interchangeable with 'building.' A man-made structure or edifice which services are performed within or on the exterior of the formation and is intended to support or shelter any use or continuous occupancy.

C.1.0.4 Cleanable Square Feet

This is calculated by taking the Gross Square Feet minus walls (approx. 1.5% of gross square feet) minus non-cleanable areas such as electrical closets, closets, mechanical rooms, storage rooms, raised floor computer rooms, etc.

C.1.0.5 Contracting Officer (CO)

The CO has the responsibility for the administration of this contract. The CO alone, without delegation, is authorized to take action on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to authorized Government representatives.

C.1.0.6 Contracting Officer's Representative (COR)

The COR shall be appointed by letter from the CO. The CO uses CORs as the primary Government representatives for the administration of the contract. CORs shall have proper training and experience in inspecting contracts, but do not have the authority to modify the contract.

The CO will designate one COR and several alternates for the administration of this contract.

C.1.0.7 Contractor

Reference to 'Contractor' throughout the SOW even for those references to subcontracted type tasks shall mean the responsibility of the contract service provider.

C.1.0.8 Custodial

A reference to 'custodial' is interchangeable with 'janitorial'. Custodial and related services can include cleaning, window washing, trash removal, recycling, snow and ice removal, landscaping, and maintaining a building or area.

C.1.0.9 Environmentally Sustainable

These are products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, product, chemicals, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. Refer to Section C.17. 'Federal Requirements' for a list of environmentally sustainable attributes and certifying entities.

C.1.0.10 Federal Holidays

Federal holidays are New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. When Federal Holidays fall on weekends, a weekday is typically designated as the holiday.

Exclusion - The U.S. Mission to the United Nations work schedules closely follows the United Nations; consequently there are few and infrequent holidays. The only holidays the U.S. Mission to the United Nations observes are Christmas, New Year's, and Thanksgiving. The building is occupied all other holidays.

The selected vendor shall provide a separate line item for services being provided on Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, and Veterans' Day.

C.1.0.11 Federally Equipped Food Service

This is a facility in Federal Government space where the Government procures and maintains the inventory of food service storage, preparation, cooking and hot and cold holding equipment.

C.1.0.12 Guiding Principles for Sustainable Existing Buildings

A practice of using processes that is environmentally responsible and resource-efficient throughout a building's life-cycle. The goal is to minimize and offset consumption of energy, water, and other resources and to eliminate all waste and pollution from building operations and activities. The result is to reduce the

environmental impact of the Federal Government, which will expand and complement the building design economy, utility, durability, and comfort. See <http://en.wikipedia.org/wiki/Sustainability>

The common objective is to reduce the overall impact of the built environment on human health and the natural environment by:

- Improving energy efficiency and reductions in greenhouse gas emissions.
- Reducing water consumption intensity.
- Acquiring green products and services.
- Implementing pollution prevention measures, including reduction or elimination of the use of toxic and hazardous chemicals and materials.
- Implementing cost-effective waste prevention and recycling programs.
- Increasing diversion of solid/trash waste.

C.1.0.13 GSA Green Purchasing Program (GPP)

The GPP which includes the Green Purchasing Plan specifies requirements to promote the purchase of environmentally sustainable products and services.

C.1.0.14 Green Cleaning

Green Cleaning is a planned and organized approach to cleaning specifically designed to protect building occupants' and workers' health, while at the same time reducing environmental impacts.

C.1.0.15 Key Sustainable Product (KSP) Standards

KSP are those categories of products that the Government's Contractor uses most frequently in the delivery of custodial and facilities related services. The KSP standards are the minimal attributes that the KSPs shall meet. Use of the KSP's in this contract are mandatory.

C.1.0.16 LEED-EB

The rating system encourages owners and operators of existing buildings to implement sustainable practices and reduce the environmental impacts of their buildings, while addressing the major aspects of ongoing building operations.

C.1.0.17 Modification

Modification is a bilateral or unilateral change in the terms of a contract.

C.1.0.18 Ordering Official

Ordering Officials are appointed by letter from the CO. Ordering Officials shall be the Government's representative for the ordering of supplies and services.

C.1.0.19 Performance Based Service Contracting

This is a procurement strategy that seeks to issue technical requirements that set forth outcomes for performance instead of specific requirements on how to perform the service. This strategy shifts the risk of performance to the Contractor by allowing the Contractor to design the methods of achieving desired results as defined by the performance quality standards established by the Government.

C.1.0.20 Product Preference

Products that are identified as environmentally sustainable shall be selected over those which do not carry such designations. The following factors to consider when selecting products include: environmental performance, cost performance, bio-based, recycled content, biodegradability, technical performance, and availability.

C.1.0.21 Quality Assurance Surveillance Plan (QASP)

The QASP is the Government's surveillance method for monitoring and evaluating the Contractor's performance under a Performance Based Statement of Work (PBSOW).

C.1.0.22 Quality Control Program (QCP)

The Quality Control Program is a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable. Preparation of this document is the responsibility of the Contractor.

C.1.0.23 Sanitize

This is the process of removing dirt and certain bacteria so that the number of germs is reduced to a level that the spread of disease is unlikely.

C.1.0.24 Service Calls

Service calls are considered standard service requirements, such as non-recurring requests for rearranging of furniture in a conference room, special events support, spills, replenishing restroom supplies, etc.

C.1.0.25 Standard Services

A standard service is defined as all services that are included in the monthly price or are defined in the contract document. Prices are to include all applicable labor, materials, supplies, training/certifications, equipment (except as otherwise provided), supervision, and management.

C.1.0.26 Stewardship

This is the responsibility for managing, conducting or supervising the quality, state or condition of a commercial or institutional building.

C.1.1 AbilityOne Commission (the Commission) - Formerly Known As The Committee For Purchase For People Who Are Blind Or Severely Disabled.

C.1.1.0 Commission For Purchase For People Who Are Blind Or Severely Disabled

This is the independent Government Agency responsible for the AbilityOne Commission and Program. For more information, go to website <http://www.AbilityOne.gov>.

C.1.1.1 Community Rehabilitation Programs (CRP)

CRP is the local nonprofit agencies that are associated with SourceAmerica (formerly NISH) and perform the work under the AbilityOne Program by employing people with severe disabilities. The local CRP are in essence the contractors who perform the work under the contracts.

C.1.1.2 Contracting Activity (CA)

The 'AbilityOne' term for Federal Government agencies contracting under the AbilityOne Program.

C.1.1.3 Fair Market Price (FMP)

The term is used for the price established by the Commission for providing a service defined by the Government's Statement of Work at a specific location. The Fair Market Price (FMP) must be established in reference to actual market prices for the same or similar services. Any new service being added to the Procurement List will have an initial FMP established.

C.1.1.4 Follow-on Year (FOY)

The term is used instead of contract option year. As long as the requirement exists, the Contracting Activity is required to continue purchasing the service from the Nonprofit Agency designated by the Commission, unless and until the Commission directs otherwise. The Commission may direct the transfer of the service to another Nonprofit Agency (NPA).

C.1.1.5 Impasse

An Impasse exists when an issue, controversy, or disagreement occurs and the Contracting Activity (CA), SourceAmerica (formerly NISH) or the Community Rehabilitation Programs (CRP) is unable to proceed with a contract action. The AbilityOne Impasse and Disputes Resolution procedures (published separately by the Commission) are generally used before the Contracts Disputes Act of 1978 to resolve disagreements (<http://www.AbilityOne.gov>).

C.1.1.6 SourceAmerica (formerly NISH)

This is the Central Nonprofit Agency (CNA) designated by the Commission to assist in creating employment opportunities for people with severe disabilities. SourceAmerica is not a Government Agency. For more information go to the website <http://www.sourceamerica.org/>

C.1.1.7 Procurement List (PL)

This is the list of services and products that are performed under the AbilityOne Commission as mandatory source acquisitions. Services are added to the Procurement List by the Commission and are listed by type and location.

C.1.1.8 Purchase Exemption

If a CRP and/or workshop can no longer perform at the targeted price and/or FMP, then SourceAmerica may grant a purchase exemption to the CO to accomplish the required work commercially.

C.2 Objectives and Scope

This contract is for custodial and related services with a Performance-Based Statement of Work (PBSOW) for the Manhattan Campus. As a performance-based contract, the requirements are stated in terms of desired results with associated quality standards. The contract consists of two major functional areas: standard services and above standard services.

Custodial and related services provided by the Contractor are arranged and oversight is provided through one or more of the following entities: GSA's Regional Office, Service Centers, Field Offices, or Local Offices. These entities represent the Property Management organizations that have been adopted by GSA's regional leadership.

All references incorporated herein as Web sites (URL's) are accurate as of November 2012, and may be subject to change by their web publisher. Web pages are provided to the Contractor for additional clarity. A change to any Web site specified in this contract does not change or alter the contract requirements and objectives identified herein.

C.2.0 The Contractor Shall

- Furnish all personnel, labor, equipment, materials, tools, supplies, supervision, management, training/certifications, and services, except as may be expressly set forth as Government furnished, and otherwise accomplish all actions necessary to or incident to, perform and provide the work efforts described in the contract.
- Ensure that their employees are properly trained, licensed and/or certified to operate necessary building systems or equipment for which licensed and/or certified personnel are required by Federal, State, or local laws; codes, or ordinances.
- Be responsible to make the management and operational decisions to meet the quality performance standards required under this contract.
- Use innovation, technology and other means and methods to develop and perform the most efficient cleaning services for the building.
- Implement an effective Quality Control Plan (QCP).
- Implement an effective service call system that results in prompt, professional, and courteous resolution of tenant concerns.
- Keep the CO or their designee informed of current status of the work being performed, provide work schedules and provide other pertinent information needed by the CO or their designee.
- Reduce the environmental impacts of work performed under this contract by using, to the maximum extent, environmentally sound practices, processes, and products.
- Provide training/certifications for their employees that stress stewardship in cleaning practices i.e., the use, disposal and recycling of cleaning chemicals; and dispensing equipment and packaging. Current information on stewardship, training, educational materials and other issues can be found in ASTM E1971-05 or at the ASTM web site. Information on these items is also available on the web site: Stewardship for the Cleaning of Commercial and Institutional Buildings (www.astm.org) and ISSA's web site (www.issa.com).

C.2.1 Cleaning Hours

The performance of the cleaning at building(s) shall take place between the hours of 6 a.m. and 9 p.m., Monday - Friday. The hours shall not be changed unless authorized by the CO or their designee.

C.2.2 Building Information Data Sheet Estimates

The figures contained in the Building Information Data Sheet are estimates. It is the Contractor's responsibility to notify the CO or their designee if it is believed that the information provided is incorrect.

C.2.2.1 Vacancy Changes

If the CO or their designee identified a change in vacancy that will be in effect for over 90 days, they shall adjust the Building Information Sheet (BIS) to reflect that change. Within 5 business days of notification, the Contractor shall submit a revised price proposal reflecting the change in vacancy. The revised price proposal shall be negotiated with the CO or their designee. Once the price is agreed upon, it will be incorporated through a contract modification. The expectation is that a reduction in vacancy will result in an INCREASE in cost. Conversely, if there is an increase in vacancy GSA would expect a REDUCTION in cost.

C.3 Green Cleaning

The Contractor is required to conduct custodial and related services in a manner as to utilize industry best practices and guiding principles to minimize the Government's Environmental Footprint. This requires annual reporting of non-bio-based, bio-based, sustainable, and green products and materials.

The policy of GSA is to bring most, but not all, of its owned buildings into conformity with the most current and Government-accepted version of LEED for Existing Buildings (LEED-EB) current rating system by the U.S. Green Building Council (www.usgbc.org). Only in those instances where GSA is pursuing LEED-EB certification will additional LEED-EB scope requirements be added to this specification as specified in Section H.8 'LEED-EB.'

C.4. Sustainable Purchasing

The Contractor shall use safe and environmentally friendly products as referenced throughout this specification. Green cleaning products and processes include those meeting government and third party certified sustainability standards, other environmentally protective products and services as well as those that conserve energy, water, and other resources. Contractor shall select and track cleaning product and materials purchases as described herein.

C.4.0 Sustainable Product Standards

In the performance of this contract Contractor shall purchase and use, to the extent possible, the safest and most environmentally friendly products. Products used in GSA facilities shall meet the following standards:

- Key Sustainable Products (KSPs): Categories of products and standards designated by GSA as those most commonly purchased in the execution of contracts and task or delivery orders for supplies and services performed at GSA property. Use of KSPs is mandatory. See the Green Procurement Compilation at <https://sftool.gov/greenprocurement> for a partial list of products that comply with the KSP standards.

- Federal Programs Designated Sustainable Products: A compilation of products designated as sustainable by U.S. Department of Agriculture (USDA) BioPreferred, Environmental Protection Agency (EPA) CPG, EPA Safer Choice and Department of Energy's EnergyStar or Federal Energy Management Program (FEMP). Visit <https://sftool.gov/green-products/5/cleaning-products>.
 - When selecting Non-KSP products from the EPA-designated (e.g. Comprehensive Procurement Guidelines (CPG) and USDA designated in the BioPreferred Program and all other factors (such as price, performance, and availability) being equal, the Contractor shall select the CPG item.
 - For other purchases, unless the Contractor receives an exemption from the Contracting Officer or their designee, the Contractor shall select USDA designated in the BioPreferred Program products over products with other sustainable attributes. Visit (<http://www.biopreferred.gov/>),
 - For those categories of product not recognized by one of the aforementioned standard's, preference shall be given to products meeting the California Code of Regulations maximum allowable Volatile Organic Compounds (VOC) levels for the appropriate cleaning product category (California Air Resource Board/California Code of Regulations (CCR), Title 17 CCR Section 94509 – (Topic cited; Standards for consumer products at <http://www.arb.ca.gov/consprod/regs/2008/3cp.htm>).
- Contractor shall also ensure that (a) Green cleaning products and processes are compliant with the Guiding Principles for Sustainable Existing Buildings. (b) Vacuum cleaners meet the Carpet and Rug Institute (CRI) Seal of Approval. (c) Products meet the American Society of Testing Materials (ASTM) standards. (d) Chemical concentrates that require dilutions are used whenever possible as compared to ready-to-use products. Dilution control equipment should be employed to ensure correct dilutions of concentrates and to protect workers from exposure to concentrated chemicals.

C.4.1 Key Sustainable Products (KSPs)

Use of the listed KSPs is mandatory for all contracts and task orders and contractors are required to provide submittals demonstrating compliance (see subsection C.4.1.2 below). These KSPs were selected to simplify compliance with the various statutes and executive orders that require products purchased for use in the performance of this contract include products that are recycled content, biobased, non-ozone-depleting, less-toxic alternatives, energy-efficient, water-efficient, and meet environmental standards recommended by EPA or adopted by voluntary consensus standards bodies. Mandatory KSPs and their associated standards follow:

<i>Wastebasket liners (24" x 33" or smaller)</i>	$\geq 20\%$ post-consumer recycled content OR UL 126 (formerly CCD 126)
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<i>Paper towels</i>	100% total recycled content, including \geq 50% post-consumer recycled content <i>OR</i> Green Seal (GS-1)
<i>Bathroom tissue</i>	100% total recycled content, including \geq 25% post-consumer recycled content <i>OR</i> Green Seal (GS-1)
<i>Hand soap</i>	USDA BioPreferred <i>AND ONE OF THE FOLLOWING:</i> EPA Safer Choice <i>or</i> Green Seal (GS-41) <i>or</i> UL 2784 (formerly EcoLogo 104)
<i>Multipurpose cleaner</i>	EPA Safer Choice <i>or</i> Green Seal (GS-37) <i>or</i> EcoLogo (UL 2759)

C.4.1.2 Proof of Compliance

For each Key Sustainable Product used in the performance of this contract, the Contractor shall submit proof of compliance to the CO or his designee prior to the start of each contract year. For Contractors meeting the KSP standards using AbilityOne products, proof of compliance can be downloaded from the AbilityOne catalog website (https://www.abilityone.com/OA_HTML/ibeCZzpHome.jsp?sitex=10020:22372:US).

C.4.1.3 Exemptions

Exemptions may apply when Key Sustainable Products meeting the required standards, or recycled content product material that meet or exceed the EPA recovered material content guidelines, are not available because the item cannot be acquired—

- (i) Competitively within a reasonable time frame;
- (ii) Meeting reasonable performance standards; or
- (iii) At a reasonable price.

The Contractor shall provide the Contracting Officer a short written justification for any proposed exemption; the justification shall be made a part of the permanent contract file.

C.4.2 Green Cleaning Plan

The Contractor shall submit a green cleaning plan that sets forth the procedures, products and equipment that will be used to reduce the exposure of building occupants and maintenance personnel to potentially

hazardous chemical, biological and particulate contaminants. The plan shall include building-specific standards that will apply to dusting, dust mopping, dry floor cleaning, chemical handling and tracking, cleaning equipment and associated planned maintenance. Plan shall also describe how hard floor and carpet maintenance will minimize chemical use; practices for cleaning entryways; practices for the handling and storage of cleaning chemicals to minimize spills, leaks, and other mismanagement; practices related to the use of chemical concentrates and dilutions systems; personnel training; and green cleaning quality control processes.

C.5 Standard Services

C.5.1 Interior Services

The Contractor shall provide interior standard services for the work items listed below.

C.5.1.0 Performance Standards

The Contractor through innovation, technology, or other means shall perform the work in this contract to meet the quality and performance standards in this Section. Evaluations of the Contractor's work shall be based on the standards in this Section and conducted in accordance with the Government's 'Quality Assurance Surveillance Plan (QASP).'

C.5.1.1 Floor Care

The Contractor shall provide a floor maintenance schedule to the CO or their designee in accordance with Section C.18 'Contractor Submittals/Deliverables Chart.'

-Bare Floors: Floors, base moldings, and grout shall be clean and free of debris including but not limited to dirt, water streaks, mop marks, string, gum, tar, mold and other foreign matter. The floors shall maintain their natural luster and not have a dull appearance.

Wet mopping of bare floors shall be cleaned using disinfectant cleaner(s) with additional scrubbing, if necessary. These floors shall be slip resistant. Surfaces, baseboards, and corners shall be clean and dry. Walls, baseboards, and other surfaces shall be free of splashing and markings from the equipment. There shall be no visible buildup of finish in corners or crevices.

Mops and cleaning rags shall be cleaned and sanitized before and after each day of use. Mops and cleaning rags used in restrooms (including diapering areas in restrooms and Child Care centers) shall not be used to clean any other areas.

-Asbestos Containing Building Material (ACBM) Floors: Cleaning of flooring that may contain asbestos material, such as Vinyl Asbestos Tile (VAT), shall comply with the methods prescribed in the National Institute of Building Sciences (NIBS) Guidance Manual, 'Asbestos Operations and Maintenance Work Practices.' The Contractor shall have a copy of the NIBS Guidance Manual. Upon request, the Government shall make available to the Contractor any asbestos sampling results.

-ADP/Data Center Floors: Damp mopping shall be the only method of wet cleaning for floors in Automated Data Processing (ADP)/Data Center spaces.

- Asphalt Floors: Damp mopping shall be the only method of wet cleaning for floors containing asphalt material.
- Granite and Marble Floors: All applicable floor areas shall be maintained in accordance with industry standards, and the standard identified in the Contractor's 'Quality Control Plan.'
- Loading Dock Floors: Spill residues and clean-up materials shall be disposed of in accordance with the Environmental Protection Agency (EPA) and/or State and local regulatory agency requirements.
- Postal Floors: The quality standard for providing standard service is the same as that described in Section C.5.1.20 'Postal Space.'
- Stripping Floors: The old finish or wax shall be removed in accordance with standard commercial practices. Spots shall be eliminated. There shall be no evidence of gum, burns, scuff marks, or wax buildup in corners or crevices. UNDER NO CIRCUMSTANCES SHALL BURNISHING OR DRY STRIPPING METHODS BE USED ON ACBM FLOORING.
- Finishing Floors: Walls, baseboards, and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks, and skipped areas. The applied finished area shall have a uniform luster.
- Sealing Floors: Sealant must adhere to the floor. Floor areas must be evenly coated with a slip resistant seal.
- Wood Floors: There shall be no water solutions used on wood flooring. There shall be no dry stripping methods used on wood flooring.

C.5.1.2 Carpets and Rugs

- Extraction (Public Areas Only): Build-up spills and crusted materials shall be removed along with spots and smears. There shall be no areas of deterioration or fuzzing to the carpets and rugs as a result of harsh brushing or scrubbing. Cleaned areas of carpets and rugs shall be reasonably blended with surrounding carpets. The Contractor shall coordinate with the CO or their designee the times when carpet shall be cleaned. The carpet shall be dry before customers occupy the building on the next business day. The Contractor shall take measures to prevent the growth of mold. Moving of duplicating equipment, computer equipment, and similar types of electric and electronic equipment is to be coordinated with the CO or their designee and customer, as required, prior to cleaning of the carpet. Any furnishings moved are to be returned to their original positions.
- Spot Cleaning: Carpet surfaces shall be free of removable spots, soiled traffic patterns, dirt, dust, debris, gum, and crusted materials.
- Vacuuming: Carpet surfaces are to be free of dirt, dust, and other debris. Vacuuming shall be done at a frequency that will protect the integrity of the carpet and prolong wear. The Contractor shall utilize at a minimum HEPA vacuum cleaners that meet the requirements of the Carpet and Rug Institute's 'Seal of Approval/ Green Label Vacuum' Program.'

C.5.1.3 Floor Mats and Runners

The Government shall furnish all mats and runners.

Mats and runners shall be laid out as specified by the CO or their designee at main entrances, main lobbies, and main and secondary corridors at all times, and must have finished edges. They shall be a minimum of 10 feet in length in the primary direction of travel. Replacement mats and runners shall be the same type as the original mats and runners. Mats and runners shall be free of removable spots, soiled traffic patterns, dirt, debris, gum, and crusted materials. There shall be no areas of deterioration or fuzzing as a result of harsh brushing or scrubbing. They shall receive scheduled cleanings and routine inspections based upon the manufacturer's instructions. Any mats and runners that are found to be non-repairable or cannot be cleaned shall be brought to the attention of the CO or their designee so they can be replaced. Mats and runners shall be stored in accordance with the ANSI/ASEE A1264.2-2006 'Provision of Slip Resistance on Walking/Working Surfaces Guidelines.'

The use of larger mats and runners, where appropriate, as opposed to several smaller mats and runners, is preferred to eliminate overlapping and to reduce potential tripping hazards.

In the event of wet or inclement weather mats and runners are used, the mats and runners shall be placed at entrances and at other areas identified by the CO or their designee prior to the building occupants reporting to work. Wet or inclement weather mats and runners shall be removed, cleaned, and stored by the Contractor when the CO or their designee determines that they are no longer required.

C.5.1.4 Restrooms, Shower Rooms, Locker Rooms and Holding Cells

-Cleaning: All areas shall be cleaned using a disinfectant cleaner. Fixtures shall maintain a high level of luster and be free of dust, mold, mildew, streaks, and encrustations. Partitions, doors, vents, sills, and walls shall be free of dust, dirt, bodily fluids and waste, and graffiti. Shower curtains shall be cleaned and free of mold and dirt. Replace as needed with prior approval from the CO or their designee.

Restrooms shall be free of discarded material and trash shall be emptied to prevent the containers from overflowing.

-Dispensers: The Government shall provide dispensers, including dispensers in tenant break rooms. The Contractor shall replenish supplies and fill dispensers as a standard service. The supplies for the provided dispensers shall be compatible with the dispenser's manufacturer's requirements. Supplies including dispenser construction and efficiency shall be consistent with the safe and environmentally friendly products requirements referenced throughout this specification. Hand soaps shall not contain antibacterial agents except where required by Federal, State, local requirements and health codes. Monies collected from tampon and sanitary napkin dispensers shall be retained by the Contractor who shall provide and replenish the product at their expense.

-Floors: The quality standard for providing standard service is the same as that described in Section C.5.1.1. 'Floor Care.'

-Receptacles: The Government shall provide receptacles. The Contractor shall empty, clean, and sanitize the sanitary napkin and waste receptacles. Sanitary napkin disposal containers shall be lined with new receptacle bags. Disposal of waste shall be treated the same as Blood Borne Pathogens as specified in 29 CFR §1910.1030 (http://www.access.gpo.gov/nara/cfr/waisidx_06/29cfr1910a_06.html).

C.5.1.5 Fixtures

-Clean and Sanitize: All fixtures and surfaces (washbasins, urinals, modesty panels, toilets, shower stalls, etc.) shall be clean with no dust, spots, soiled substances, discoloration, mold, build-up, or excess moisture.

-Drinking Fountains: All fountains shall be free of dirt, watermarks, and all other debris or encrustations. Drinking fountains shall be sanitized and present a lustrous appearance.

C.5.1.6 Surfaces

-Horizontal Surfaces: All surfaces shall be free of dust, dirt, oil spots, or smudges. Cabinets and desks with papers, computers, and keyboards shall not be disturbed. Surfaces should be damp mopped or wiped with a germicidal cleaner. Contact time should be consistent with the manufacturer's recommendations.

-Metal, Brass, Bronze and Woodwork: Surfaces (including corners, crevices, moldings, ledges, hand rails, grills, doors, door knobs, door frames, door surrounds, kick plates, etc.) shall be free of dust, streaks, spots, handmarks, oil, smudges, dirt, soiled substances, encrustation, and streaks.

-Glass Cleaning: All glass, clear partitions, mirror surfaces, bookcases, and other glass (within approximately 70 inches' of the floor) shall be clean and free of dirt, dust, streaks, smudges, watermarks, spots, grime, and shall not be cloudy. There shall be no water spots on the glass or adjacent fixtures and furniture.

C.5.1.7 Walls

All wall surfaces, including all types of walls, shall be free of smudges, marks, dirt, and spots. Cleaning shall not cause discoloration.

C.5.1.8 High Cleaning

High Surfaces: Surfaces between 70 inches and above shall be cleaned and free of dirt, dust, and cobwebs. Where glass is present, both sides shall be clean and free of streaks. This does not include the removal of vents, tiles, or fixtures.

C.5.1.9 Dusting

Surfaces shall be dust free with a preference to using a microfiber or damp cloth, or backpack vacuum fitted with the appropriate dusting tool.

C.5.1.10 Trash, Wastebaskets and Ash Receptacles

All trash (including restrooms) shall be collected and removed to a location designated by the CO or their designee. In an effort to reduce the amount of plastic bags entering the waste stream, the vendor will empty the content of each trash bin into larger containers, making sure that no food or other waste remains in the original bin. Trash containers shall be emptied and kept clean, odor-free, and free of dirt, dust,

debris, residue, and spilled material. Plastic liners for all trash and debris containers shall not be torn, worn, or contain residue. All ash receptacles shall be free of dust, ashes, odors, tar, streaks, and tobacco residue.

The Contractor shall notify the CO or their designee of any item or material identified by the Environmental Protection Agency (EPA) and State and local regulatory agencies as hazardous waste, hazardous materials, or Universal Waste observed in the trash receptacles. Typical prohibited wastes include but are not limited to fluorescent light bulbs, thermostats, thermometers, most chemicals, and batteries as specified in 40 CFR § 260-273.

C.5.1.11 Recyclables

The Contractor shall provide all labor, and the means to collect and transport recyclable materials from recycling bins and containers located throughout the building to storage and loading areas as designated by the CO or their designee and as described in Section 10.2.0. 'Recycling.'

C.5.1.12 Elevators, Escalators and Stairways

-Door Tracks: Tracks shall be clean and free of dirt, debris, built up grime, dust, smudges, and other extraneous matter.

-Exterior and Interior Car Surfaces: Surfaces shall be clean and free of finger marks, smudges, and spills. Carpets and floors shall be free of removable spots, dirt, and debris. Floors requiring a finish shall be maintained at a high luster.

-Exposed Surfaces, Treads, Risers and Landings: Stairways, escalators, entrances, landings, railings, risers, ledges, grills, doors, door surrounds, radiators, and surrounding areas shall be free of dirt, dust, litter, and debris.

C.5.1.13 Plate Glass

All interior glass (to include glass over and in vestibule doors, all plate glass around entrances, lobbies, and vestibules) shall be clean and free of dirt, grime, streaks, moisture, and shall not be cloudy.

C.5.1.14 Window Washing

Cleaning: The window interiors shall be clean and free of dirt, grime, streaks, moisture, and shall not be cloudy. Window sashes, sills, woodwork, and other surroundings of glass shall be wiped free of drippings and other watermarks. All windows shall be cleaned annually. Cleaning frequencies that are above standard shall be completed on a reimbursable basis to the Contractor. Cleanings of both sides of the windows shall be coordinated to maximize cost effective operations as directed by the CO or their designee. The Contractor shall comply with ANSI/IWCA I-14.1, and all Federal, State and local regulations.

C.5.1.15 Blinds and Coverings (Not Including Drapes, Curtains and Unique Coverings)

Dusting of Blinds and Coverings: All blinds, coverings, cord tapes, and valances shall be clean and free of dust and spots. Blinds and coverings that are not operating properly shall be reported to the CO or their designee for repair.

C.5.1.16 Fine Arts Collection

The Contractor shall work with the CO or their designee to identify artworks in the building which are considered part of GSA's Fine Arts Collection. The Contractor shall work with the CO or their designee and Regional Fine Arts Officer to determine the best way to ensure that regular maintenance such as floor polishing, dusting, and window washing are accomplished in these areas; and to identify and help mitigate site-specific hazards such as pests that may damage the artworks.

See AiA Maintenance Instructions & Downtown List of Artworks Regular Maintenance:

- A. Daniel, Patrick Moynihan Courthouse, 500 Pearl St
- B. US Mission to the UN, 799 United Nations Plaza
- C. Jacob K. Javits, 26 Federal Plaza & Court of International Trade
- D. Silvio Mollo Federal Building, 1 St. Andrew's Plaza
- E. Ted Weiss Federal Building, 290 Broadway

Please note: some cyclic maintenance may be performed by FedCap, as described for each object. When indicated, the work must be performed by a fine arts conservator with the following qualifications:

The Fine Arts Conservator must have a graduate degree in fine arts conservation or the equivalent professional training. The Conservator must be specialized in objects conservation and cleaning, and possess demonstrable experience handling similar types of objects, contexts, and problems with at least five years of such experience.

A. Daniel, Patrick Moynihan Courthouse, 500 Pearl St

#1 Subject: "Justice Delayed, Justice Denied", 1995
Inventory No.: FA5449-B
Artist: Raymond Kaskey
Material: Patinated bronze
Size: 12'H, 12" arm spread, Base height 4"
Location: Interior Lobby

The following can be performed by Building Maintenance:

Dust the sculpture periodically with a cotton cloth to remove dust that accumulates on the surface. No proprietary cleaning products should be used on the sculpture. Care should be taken when waxing the floor that the machine be kept at a distance from the sculpture to avoid damage to the surface resulting in patina loss and excessive wax splatter from the wax machine. The building staff should discourage the habit of throwing loose change in the scales.

Fine Arts Conservator Recommended cleaning:

Surfactant cleaning and waxing should be executed by a fine arts conservator **every 18 months**.

One or two scissor lifts needed to be rented in order to execute treatment.

#2 Subject: "Sounding Stones", 1996
Inventory No.: AA205

Artist: Maya Lin
Material: Four Norwegian pearl granite blocks;
Size: 6'square by various heights
Location: Exterior passage

The following can be performed by Building Maintenance:

Daily

REMOVE ALL COINS FROM WATER BOWL
CHECK WATER HEIGHTS

Water well must be filled late in the day every Friday

FILL WATER WELL TO JUST BELOW THE LEVEL OF THE VIEWING HOLES

Note: in case of stone 3 (third stone from Worth Street) in which there are no viewing holes, water level should be just above the overflow pipe.

REMOVE DEBRIS (paper, wrappers, leaves, etc).

Use long handled tongs provided.

CHECK CLARITY OF WATER.

If water is cloudy follow procedure for flushing water well.

Bi-monthly

FLUSH OUT WATER WELL

- drain fountain from underneath. Use a 1 inch square wrench to remove drain cap
- flush water well with clean water
- replace cap securely with wrench
- refill water well with clean water

CLEAN SCREEN GUARD OF PUMP

REMOVE WATER BOWL FROM STONE

- locate the two tamper-resistant screws on inner surface of stainless steel bowl
- use special wrench provided to remove screws and washers
- turn bowl clockwise to release from locking pins
- carefully lift bowl upwards out of stone

FIND SCREEN GUARD UNDERNEATH PUMP

REPLACE WATER BOWL INTO STONE

- follow previous instructions in reverse

NOTE: When pins are aligned in slot of ring, turn counter-clockwise to lock.

CLEAN INTERIOR OF STAINLESS STEEL WATER BOWL

- use soft bristle brush

Winterizing Procedure

BEFORE THE FIRST FROST IN THE FALL

- open drain plug (as noted above)
- flush water well with clean water and DRAIN COMPLETELY
- place provided cover over water well

AFTER LAST FROST IN THE SPRING

- remove cover
- flush water well with clean water
- replace drain plug
- fill water well with clean water

Fine Arts Conservator Recommended cleaning:

Surfactant cleaning and the application of a biocide should be executed by a fine arts conservator **every 18 months**.

B. US Mission to the UN, 799 United Nations Plaza

The following work of art requires cleaning by a professional Fine Arts Conservator ("Conservator"):

The Fine Arts Conservator must have a graduate degree in fine arts conservation or the equivalent professional training. The Conservator must be specialized in objects conservation and cleaning, and possess demonstrable experience handling similar types of objects, contexts, and problems with at least five years of such experience.

Subject: "Reflections of Landscape", 2010, AA374
 Artist: Anna Valentina Murch
 Material: Cotton and wool tapestry
 Size: 5' high x 10' long
 Location: Niche on the first floor Mission lobby near the elevators

Fine Arts Conservator Recommended cleaning:

The artwork should be vacuumed **every 24 months** by a fine arts conservator. The Conservator must supply his/her own equipment including ladders or lift unless negotiated with the building manager.

C. Jacob K. Javits, 26 Federal Plaza & Court of International Trade

#1 Subject: "Metropolis", 1967
 Inventory No.: FA806
 Artist: Seymour Fogel
 Material: Glass mosaic
 Size: 12' x 73'10"
 Location: CIT 1st Floor Corridor

Maintenance of this artwork can be performed by custodial services per the following instructions.

Instructions:

The maintenance of the mosaic should involve dust removal using a dry, soft cotton cloth to be performed **four times a year**.

The use of water moistened towels should be kept to a minimum and applied only when cleaning grime other than dust.

The use of commercially available glass cleaners is not advised.

In case of doubt a fine art conservator should be consulted.

1. Remove loose dust and wash to remove surface soiling (using minimal moisture).
2. Examine the mosaic for losses, deterioration of gasket below the mosaic, deterioration or other changes to aluminum edging or other surrounding elements and repair as necessary.

#2 Subject: "Eagle: Justice Above All Else", 1970

Inventory No.: FA1721

Artist: Theodore J. Roszak

Material: Bronze

Location: CIT Ceremonial Courtroom

Instructions: to be performed by a Fine Arts Conservator.

It is crucial that the sculpture be protected from cleaning chemicals by draping the sculpture with plastic when work is being done overhead or close by.

The sculpture should be periodically dusted with a cotton cloth to remove dust that accumulates on the surface. No proprietary cleaning products should be used on the sculpture.

Surfactant cleaning and waxing should be executed by a sculpture conservator with experience treating monumental sculpture.

#3 Subject: "Silent Struggle", 1976

Inventory No.: AA5

Artist: Lucas Samaras

Material: Weathering steel

Size: 8'7" h x 13"w x 6'diameter

Location: CIT Glass Pavilion

Maintenance of this artwork can be performed by custodial services per the following instructions.

Instructions:

The sculpture should be dusted monthly with a cotton cloth to remove dust that accumulates on the surface. No proprietary cleaning products should be used on the sculpture.

#4 Subject: "Wall Drawing 746", Completed 2009

Artist: Sol LeWitt

Material: Ink Wash on wall

Size: 19' x 60' and 19' x 20'

Location: 26 Federal Plaza Broadway Pavilion

Instructions:

- The drawing will require periodic cleaning and dusting.
- Fingerprints, etc should be cleaned with distilled water and lint free cotton cloths, in a worst case scenario use mild soap.
- **Under no circumstances should any cleaning product containing ammonia be used on the drawing - it removes the varnish and might cloud the surface.**

D. Silvio Mollo Federal Building, 1 St. Andrew's Plaza

#1 Subject: "Flotilla of Kayaks in a Tropical Storm", 1980, AA56
Artist: Rafael Ferrer
Inventory#: AA56
Material: Galvanized Steel & Enamel
Size: 20' x 32' x 28'
Location: Suspended from lobby ceiling

Fine Arts Conservator Recommended cleaning:

Surfactant cleaning should be performed by a fine arts conservator **every 18 months.**

#2 Subject: "Untitled"
Artist: Alex Katz
Inventory#: AA82
Material: Oil on canvas
Size: 228" x 228"
Location: Lobby wall

The following can be performed by Building Maintenance:

Clean the white floor base below the painting periodically with a cotton cloth to remove dust that accumulates on the surface. Care must be taken to not touch the surface of the painting.

Fine Arts Conservator Recommended cleaning:

Cleaning should be performed by a fine arts conservator every 5-10 years.

E. Ted Weiss Federal Building, 290 Broadway

#1 Subject: "America Song", 1995
Inventory No.: AA289
Artist: Clyde Lynds
Material: Concrete, granite, steel, fiber optics
Size: 23 feet high x 10 feet wide

Instructions

The following excerpts are from the 1995 Artist provided handbook "Maintenance Instructions" which contains full maintenance instructions, diagrams, materials used, etc.

Weekly:

- Clean glass on top of lighting trough
- Clean stainless steel trough and end cabinets

- Due to the wind conditions at the entrance to the building where the sculpture is located, the glass on the lighting trough below the sculpture accumulates dirt daily. Once a week cleaning is needed to prevent degradation of the light.

Monthly:

- Check all lighting and time clock to make sure the sculpture is on by 5PM and set to go off at 1AM
- Check all color discs to make sure they are moving
- Check fans to insure they are moving
- Check to see that flood lighting program is fading and brightening
- Replace lamps or parts not functioning

Concrete:

The concrete or stone portion of the sculpture should never need maintenance other than cleaning. If it ever needs cleaning contact the GSA Fine Arts Officer.

Steel:

The cabinet doors of the sculpture are stainless steel and can be cleaned with ordinary stainless steel cleaners or Windex type window cleaners. No abrasive cleaners should ever be used.

Recommended Annual Scheduled Maintenance-

Aside from the normal maintenance of lamp replacement that is performed by the Buildings electrician staff.

Once annually the Electric control Boxes located on the Left and Right of the Wall Relief should be opened and inspected checking for:

- 1) Motor operation, and to ensure that the Plexi Glass wheels are engaged with the motor fly wheels.
- 2) Check Illuminator lenses and Plexi Glass wheels for build up grime, grime can be removed by shutting off the power supply and gently cleaning off the grime with plain tap water and a soft cloth.

Once every 2 years the Color wheels should be inspected to ensure that the gels are still transmitting color (not Faded) and are in good condition.

Once every 3 years the entire operation should be inspected, checking for:

- 1) Proper electrical function (wires, motors and Illuminators); checking for signs of overheating, decayed wires etc.
- 2) Fiber Optic Port, looking at condition of cable ends checking for grime, discoloration, cloudiness, cracking or decay.

If any of these conditions exist contact a professional electrician, or a professional fiber optics company for assistance.

#2 Subject: "Africa Rising", 1998
 Inventory No.: AA265
 Artist: Barbara Chase-Riboud
 Material: Bronze
 Size: 15'5"x 8'6" x 4'4"

It is crucial that the sculpture be protected from cleaning chemicals by draping the sculpture with plastic when work is being done overhead and draping the base when the floor is being cleaned.

Instructions:

Sculpture is 100% cast bronze inalterable and is waterproof, fireproof, rustproof. The patina is nitrate of silver giving a metallic brown gray iridescent finish, which is the most durable bronze patina.

There are no maintenance instructions except to keep dust free with air gun or brush vacuum or soft brush (daily dusting, but no less than twice a week) and once a year two years) to re-wax.

Dust and polish with wool cloth.

DO NOT USE THE FOLLOWING ON THE SURFACE:

Detergents
Chemicals
Metal polish
Domestic soaps or cleaners
Polishing machines

#3 Subject: "Untitled", 1994

Inventory No.: AA315
Artist: Roger Brown
Material: Glass Mosaic
Size: 14'High x 10'Wide

Instructions:

It is recommended that the sculpture be cleaned every other year. This should include removing loose dust and washing to remove surface soiling (using minimal moisture).

#4 Subject: "The New Ring Shout", 1994

Inventory No.: AA314
Artist: Houston Conwill, Sculptor
Material: Terrazzo and polished brass
Size: 40' diameter

This work is currently being cleaned by the janitorial staff on a regular basis.

Instructions:

Lighting – Ceiling lights were designed by the Artists

Ceiling bulbs are to be replaced as needed. Reorder info. For lighting:

1. Edison Price Accessory #DL56AA – Spring mounted color filter holders, quantity (8)
2. Devon #140 Light Blue 6 ¼" diameter split glass filters, quantity (16). These may be purchased at a cost of \$10.50 each from Devon Glass + Filters, 9 Village Road, Syosset, NY 11791, telephone 516.938.1214.

Terrazzo – Neutral Cleansers Only

Cleaning:

Terrazzo should be cleaned only with neutral liquid cleaners. The cleaning cycle to be set up will be regulated by the amount of traffic. Wet mop according to the manufacturer's instructions. It is important that the custodian change the rinse water regularly so that complete removal is assured and unsightly "moplines" are eliminated. The mop should likewise be kept clean.

Electric scrubbing machines used periodically with a solution of neutral cleaner will loosen dirt that is hard to remove during normal daily wet mop cleaning.

Cleaning materials:

The liquid cleaner selected must be neutral with a pH as near 7 as possible and free from any harmful alkali, acid, etc. that may ruin the floor. The N.T.M.A. specifically warns that soaps and scrubbing powders containing water solubles, inorganic salts or crystallizing salts should never be used in the maintenance of terrazzo.

Non-oily Mop Dressings

If a mop dressing is used for daily sweeping, be sure it is non-oily. Sweeping compounds containing oil are a fire hazard and some contain sand, which is hard to sweep up and abrades if left on the floor.

Stain Removal

Custodians should try to treat stains as soon as possible, as they become difficult to remove after they have dried. No one should attempt to remove a stain until he knows what the stain is and why a certain type of remover is being used. Only as a last resort should chemical be used to remove stains. Stain removers either dissolve the substance that causes the stain, absorb the stain, or act as a bleaching agent. Therefore, removers fall into three general classes: solvents such as carbon tetrachloride which dissolve grease, chewing gum and lipstick; absorbents such as chalk, talcum powder, blotting paper or cotton which absorb fresh grease and moist stains; and, third, bleaches such as household ammonia, hydrogen peroxide, acetic acid or lemon juice which discolor stains. For further stain removal information contact the National Terrazzo and Mosaic Association, Inc.

CAUTION: Always keep rinse water, mops and pails clean. Always follow manufacturer's recommendations for all maintenance materials.

DAILY: Sweep using non-oily, non-staining dust mop dressing. Check floor for spillages and remove immediately with clean pickup cloth. Hand work stubborn stains and scuff marks with neutral cleaner diluted in warm water. Remove gum or asphalt by applying ice or dry ice before lifting with putty knife.

TWICE WEEKLY: Damp mop with neutral cleaner.

TWICE YEARLY: Strip all old dressing and sealer. Reseal clean floor.

#5 Subject: "Renewal", 1998
Inventory No.: AA268
Artist: Tomie Arai
Material: Acrylic silkscreen on canvas
Size: 7 ½' x 38'

Instructions:

Periodically dust the painting's surface using only a feather duster.

Should the painting become gritty, a surface cleaning may be necessary. The surface cleaning should be done by a professional conservator.

C.5.1.17 Policing Inside Areas

Areas: All building areas shall be free of papers, trash, and other discarded materials.

C.5.1.18 Interior and Atrium Plants (Government Plants)

This section applies to the United States Court of International Trade only. Plants shall be free of dust and dead leaves and properly hydrated. Fertilize, prune, and treat for infestation. Any dead or withered plants, due to the Contractor's neglect, shall be replaced by the Contractor at no additional expense to the Government. Plants that are the personal property of tenants are excluded.

C.5.1.19 Concessions (Cafeterias, Snack Bars and Vending Machine Areas)

Cleaning: All public areas (cafeteria furniture, seating areas, snack bars, and vending machine areas) shall be clean, sanitized, and free of spillages, food crumbs, spots, smudges, marks, and soil. Public area floors shall be maintained using the floor care standard requirements in this contract. In Federally-equipped food service facilities the cleaning of kitchens and areas behind serving tables, and salad and soup bars is the responsibility of the Concessions Contractor. Additionally, the Concessions contractor is responsible for cleaning the table and chairs during the operating hours of the food service.

The above section applies to the following locations:

- Thurgood Marshall Courthouse, 40 Foley Square
Cafeteria, Lower Lobby
Snack Bar, 5th Floor
- Daniel Patrick Moynihan Courthouse, 500 Pearl Street
Cafeteria, 8th Floor
Snack Bar, 1st Floor
- Ted Weiss Federal Building, 290 Broadway
Snack Bar, 1st Floor
- 201 Varick Street
Cafe, 12th Floor

- Jacob K. Javits, 26 Federal Plaza
Cafeteria, 6th Floor
Snack Bar, 1st Floor

Vending Machines: 3rd Floor, 4th Floor, 8th Floor, 9th Floor, 16th Floor, 19th Floor, 20th Floor, 21st Floor, 22nd Floor, 23rd Floor, 25th Floor, 26th Floor, 27th Floor, 28th Floor, 29th Floor, 30th Floor, 31st Floor, 33rd Floor, 33rd Floor, 34th Floor, 37th Floor, 38th Floor, 40th Floor & Satellite location: Court of International Trade, 2nd floor.

C.5.1.20 Postal Space (201 Varick Street and Jacob K. Javits, 26 Federal Plaza)

-Cleaning: Postal space areas include, but are not limited to, service and box lobbies, swing rooms, work rooms, restrooms, locker rooms, supply rooms, vestibules, and loading docks. All areas shall be cleaned in accordance to the standard service requirements.

-Flooring: All postal floors shall be free of dirt, dust, debris, and other foreign matter. If stripping and refinishing is required, finish or wax shall be removed and reapplied in accordance with standard commercial practices. UNDER NO CIRCUMSTANCES SHALL BURNISHING, HIGH SPEED BUFFING, OR DRY STRIPPING METHODS BE USED ON ACBM FLOORING.

-Asphalt Floors: Floors containing asphalt material shall be free of dirt and foreign matter. Damp mopping shall be the only method of wet cleaning. There shall be no buildup of finish in corners or crevices. If asbestos flooring is present, the Contractor shall comply with the methods prescribed in the NIBS Guidance Manual.

-Asbestos Operations and Maintenance Work Practices: The Contractor shall have a copy of the NIBS Guidance Manual. If asphalt plank is present, it shall be maintained in accordance with the manufacturer's instructions.

C.5.1.21 Fitness Centers, Health Units and Laboratories

-Cleaning: Areas such as the fitness centers, health units, and laboratories shall be cleaned in accordance to the standard service requirements.

-Surfaces: All metal (door frames, handles, and fixture) and glazed surfaces (including partitions), shall be sanitized and made free of smears, finger marks, and streaks.

-Equipment: All vinyl surfaces of exercise equipment and exercise mats shall be free of dust, dirt, spots, streaks, and smudges. Cleaning shall be performed under and around without moving or lifting items. Shower curtains surfaces shall be cleaned and free of mold and dirt. Locker exterior surfaces shall be free of dust and streaks.

The following three (3) Fitness Centers shall have line item pricing for cleaning services, not joint-use, to be listed as **Above Standard services**:

- 26 Federal Plaza - FBI, CIS
- 201 Varick HHS, 10th Floor
- 500 Pearl St. 4th Floor USMS

C.5.2 Exterior Services

The Contractor shall provide exterior standard services for the work items listed below.

C.5.2.0 Performance Standards

The Contractor shall provide all resources, labor, tools, equipment, transportation, hauling away, disposal, training, supplies, materials, and oversight to ensure that quality and performance standards are successfully achieved.

C.5.2.1 Plate Glass

All exterior glass (to include spandrel glass, glass over and in exterior and vestibule doors, and all plate glass around entrances, lobbies, and vestibules) and glass encased in doors shall be clean and free of dirt, grime, streaks, moisture, and shall not be cloudy. Spandrel, transom, and side light glass, shall receive full annual cleaning in addition to spot cleaning as needed on internal locations below 84 inches.

C.5.2.2 Reserved

C.5.2.3 Canopies

Cleaning: All canopies and anything affixed to or included in the surfaces of canopies shall be clean and free of all dirt, dust, cobwebs, nests, bird excrement, trash, and debris.

C.5.2.4 Hard Surface Areas

Cleaning: All areas (sidewalks, brick areas, around light poles, hard surfaces, parking lots, surface parking, garages, dock areas, moats, platforms, driveways, ramps, lanes, etc.) shall be clean and free of dirt, debris, gum, litter, gravel, weeds, oil, and grease. No residual dirt shall remain after the removal of the debris. Spill residues and clean-up materials shall be disposed of in accordance with the Environmental Protection Agency (EPA), and State and local regulatory agency requirements.

C.5.2.5 Ash Receptacles and Trash Containers

Cleaning: All solid waste/trash shall be collected and removed to a location designated by the CO or their designee. In an effort to reduce the amount of plastic bags entering the waste stream, the vendor will empty the content of each trash bin into larger containers, making sure that no food or other waste remains in the original bin. Plastic liners for all trash containers shall not be torn, worn, or contain residue. Trash containers and ash receptacles shall be emptied and kept clean, odor-free, and free of dirt, dust, ash, cigarette butts, debris, residue, and spilled materials. Sand in ash receptacles shall be replenished as necessary.

C.5.2.6 Surfaces (Signs, Vending Machines, Tables, etc.)

Cleaning: Surfaces shall be clean, with no dirt, dust, residue, streaks, spots, soil substances, discoloration, or cloth streaks. Surfaces should be damp mopped or wiped with a germicidal cleaner. Contact time should be consistent with the manufacturer's recommendations. Spill residue and clean-up materials used shall be disposed of properly.

C.5.2.7 Graffiti Removal

Remove graffiti using normal cleaning methods (e.g., normal graffiti removal cleansers or solvents.) Graffiti that cannot be removed with such methods shall be reported to the CO or their designee.

C.5.2.8 Excrement Removal (Human, Bird and Animal)

Cleaning: All steps, stairs, entrances, sidewalks, arcades, landings, balconies, and ledges shall be cleaned of all excrement while following established safety precautions as outlined in the Center of Disease Control protocols. Knowledge of safety requirements in cleaning areas contaminated by bat, pigeon, or other avian pest excrement is required. The Contractor shall fully train all employees designated to perform these services in accordance with Occupational Safety and Health Administration (OSHA) standards and OSHA approved Federal, State, and local regulations.

C.5.2.9 Policing Outside Areas

-Policing: All areas including lawn, grounds, planted areas, sidewalks, hard surfaces, parking areas, garages, docks, platforms, driveways, ramps, lanes, etc., shall be cleared of gum, litter, debris, paper, trash, and other discarded materials.

-Fence Lines: Fence lines shall be cleared of trash, debris, and other discarded materials.

C.5.3 Snow and Ice Removal

The Contractor shall perform snow and ice removal standard services for the snow and ice removal program. Snow and ice removal from entrances, steps, landings, sidewalks, vehicular courts, driveways, plaza areas, roadways, parking areas, handicapped accessibility areas, emergency egresses and approaches are included in the standard service price. This does not include snow and ice removal requiring heavy equipment (ride-on equipment such as front end loaders, backhoes, bobcats, snow plows, etc.) Equipment provided by the contractor. Property that is damaged by the Contractor due to neglect shall be repaired or replaced by the Contractor. The Contractor shall be responsible for all costs incurred.

-The Contractor shall clear snow and ice before the normal building operating hours to prevent slip hazards. Furthermore, the Contractor shall clear snow and ice during normal building operating hours and is authorized to divert work to accomplish the task. The Contractor shall notify the CO or their designee of the diversion within a minimum of two hours. The CO or their designee retains the right to determine what type of services and the duration of diverted services for the removal of snow and ice. The Contractor shall proactively communicate with the CO or designee a plan of action and diversion activities to address the snow event during building operating hours (see section C.2.1).

-The GSA Ordering Official may order additional snow and ice removal services outside of normal building operating hours (see section C.2.1) (i.e., weekends, holidays). The vendor may submit a separate invoice for these services as they are not part of the monthly services outlined in the section. The task order shall reflect the days and hours required for snow and ice removal.

-The Contractor shall submit a detailed snow removal plan that meets the needs of the GSA. At a minimum, the snow removal plan shall include the following items:

- Coordination measures (to ensure appropriate levels of effort for the conditions of the building)
- Equipment
- Personnel
- Snow removal event triggers
- Treatment areas requiring de-icing

- Approved materials and chemicals
- Safety plan
- Notification procedures

Chemicals and/or sand shall be used to reduce safety hazards due to ice and snow. All chemicals used shall be certified as EPA 'Safer Choice.' Products with no comparable substitute shall comply with Federal specifications and local codes and be approved by the CO or their designee prior to the first inclement weather event. No sodium chloride or calcium chloride salt shall be used due to environmental risk. Less disruptive chemicals such as magnesium chloride, potassium acetate, and potassium chloride are viable alternatives. The Contractor shall ensure there is an adequate supply of chemicals and sand on site or readily available to cover unexpected snow and ice occurrences.

C.5.4 Grounds Maintenance

The Contractor shall perform grounds maintenance standard services for the work items listed below. Contractor shall use recovered organic materials for fertilizer whenever possible.

C.5.4.0 Landscape Erosion Management

The Contractor shall employ environmentally sustainable, low-impact strategies such as temporary and permanent seeding, mulching, earth dikes, silt fencing, sediment traps and sediment basins to correct existing erosion such as typically found as the result of foot traffic killing the vegetation, steep slopes where sheet flow from storm water exceeds existing vegetation holding power, or point storm water outflow that exceeds the holding power of the vegetation covering the soil.

C.5.4.1 Grounds Maintenance Services

General: Grounds maintenance in the standard services shall benefit the environment and generate cost savings to the Federal Government. The Contractor shall maintain all plants, trees, shrubs, groundcovers, and lawns in a manner that prolongs life and sustains a healthy appearance. Additionally, the vendor is responsible for removing paper and debris from ground level building air vents. The Contractor shall seek to prevent pollution by, among other things, reducing fertilizer and pesticide use to protect the environment, using integrated pest management techniques, recycling green/landscape waste, and minimizing runoff. The Contractor shall use approaches that preserve and protect native plants and wildlife that is entrusted to the Government, and that support habitats for pollinators, including honey bees, native bees, birds, bats, and butterflies.

C.5.4.2 Composting

To reduce the amount of material being disposed of in landfills, the Contractor is required to compost, to the greatest extent possible, yard waste generated by the Contractor's operations. The Contractor shall not compost material on-site unless authorized by the CO or their designee. The Contractor shall utilize an approved recycling or composting facility or compost the material at the Contractor's own facility. Where applicable, the Contractor shall work with on site cafeterias and wet stands, see list below, to recover and compost all possible materials. The Contractor is responsible to pay for composting services for landscaping debris.

The vendor shall provide line items pricing, per building, composting services at the locations identified below:

- **Thurgood Marshall Courthouse, 40 Foley Square**
Cafeteria, Lower Lobby
Snack Bar (Wet stand), 5th Floor
- **Daniel Patrick Moynihan Courthouse, 500 Pearl Street**
Cafeteria, 8th Floor
- **Ted Weiss Federal Building, 290 Broadway**
Snack Bar (Wet stand), 1st Floor
Office composting program on EPA floors
- **201 Varick Street**
Cafe (Wet stand), 12th Floor
- **Jacob K. Javits, 26 Federal Plaza**
Snack Bar (Wet stand), 1st Floor

C.5.4.3 Trees and Shrubs

-Maintenance: Tree supports shall be kept in good condition, functioning at all times and be removed when no longer needed. All trees and shrubs shall be fully protected. Tree stakes, tree ties, and guy wire shall be of materials that are comparable to those existing on site, and shall be replaced or repaired by the Contractor as needed. Supports or braces are to be repositioned as often as necessary to prevent damage to the tree or shrub trunk. Sand pans can be used for trees and shrubs to protect the plant trunk from the mower, and help to avoid over watering. Keep shrubs and trees trimmed to present an attractive appearance.

-Trimming: To promote optimum efficiency and safety for all foot and vehicular traffic, trees and shrubs shall be kept trimmed to clear all roads, drives, and walking areas. Any limbs and branches touching or brushing buildings, fences, or other structures are also to be trimmed to provide clearance and free air circulation around the plant. The trimming of trees shall comply with the requirements in Section C.6.6 'Tree Thinning.'

-Pruning: Trees and shrubs shall be pruned by the Contractor to remove dead or diseased foliage or branches to help control or direct growth, increase quality, and to add structural strength to the trees and shrubs.

-Survey: A certified grounds maintenance professional shall provide a survey of the trees and an evaluation of their condition.

Survey, schedule and landscaping plan shall be provided no later than April 15th of each year the contract is in effect. The evaluation shall include a plan and price list for any special treatment not covered by this contract. Soil samples shall be taken and analyzed at the Contractor's expense by an approved testing laboratory from areas where plant health problems occur. Recommendations of the testing laboratory should also be submitted with a plan and price list for any special treatment not covered by this contract. Plans and price lists shall be submitted to the CO or their designee.

C.5.4.4 Mulching

Contractor shall maintain and replace existing mulch as necessary. Replacement mulch shall be commercial grade shredded hardwood bark, or equivalent, including rubber. It shall be free of sticks, stones, clods, or other foreign materials. A sample of proposed mulch and chips shall be submitted to and approved by the CO or their designee prior to use. All areas to be mulched shall be raked, debris removed, edges reestablished, and any excessive mulch buildup worked into existing soil or removed, at the discretion of the CO or their designee, prior to mulch application.

C.5.4.5 Mowing and Edging

This section applies only to the 26 Federal Plaza building.

Contractor shall mow and edge all turf areas at a frequency and method that ensures that all areas present an attractive appearance at all times. Mulching mowers shall be used; however, non-mulching mowers are permitted at some sites and shall be approved by the CO or their designee. Grass clippings shall be cleared from walkways and roadways and blown onto the grass. As appropriate, grass clippings shall be left in place, composted, or mulched as coordinated by the CO or their designee. The contractor shall survey the buildings associated with the SOW and address in their work plan.

C.5.4.6 Leaf Removal

The Contractor shall remove leaves, as necessary, to maintain a neat and clean appearance. Leaves should be composted as appropriate. Throughout the year, the Contractor shall remove minor accumulations due to isolated leaf drop and shall check all storm drain openings on the premises and remove any leaves or debris that have accumulated. Care shall be taken to remove leaves in existing mulched areas to maintain a neat and clean appearance without substantial reduction in mulch depth or damage to herbaceous or woody plant material.

C.5.4.7 Overseeding, Dethatching and Plugging

Over-seed, dethatch, and plug as necessary to prevent bare areas and promote even growth of turf areas following common and local landscaping practices.

C.5.4.8 Fertilization

All lawns, trees, and groundcover shall be fertilized consistent with common local landscaping practices. Application by the Contractor shall employ the best practices to minimize chemical runoff. Fertilizer used shall be of a balanced type that supplies all nutrients required for providing sustainable growth and development. The fertilizer application rate for the trees will be determined by tree type, girth, and height. Prior to application, the Contractor shall schedule time of application with the CO or their designee.

C.5.4.9 Flowerbeds and Plants

Flowerbeds are to be free from weeds and debris. Replacement plants shall be supplied by in accordance with Section C.5.4.10. Plants supplied by Contractor shall be approved by the CO or their designee and shall be arranged in an attractive and professional manner. Preference shall be given to the use of native perennials, with long bloom cycles and diverse flower colors, shapes, and sizes instead of annuals to provide and support habitats for pollinators, including honey bees, native bees, birds, bats, and butterflies.

The above section applies to the locations below:

- 26 Federal Plaza
- 40 Foley Square

- 201 Varick St.
- 500 Pearl

C.5.4.10 Plant Replacements

The Contractor shall be responsible for all costs associated with the replacement of all planted materials that have been damaged as a direct result of the Contractor's lack of oversight, neglect, or lack of proper care and maintenance. The Contractor shall use replacement plants that are native to the area to reduce the use of irrigation water and meet the requirements in Section C.5.4.9 'Flowerbeds and Plants'

C.5.4.11 Soil and Ground Covers

-Aeration: Soil shall be aerated (frequency is dependent on the type of soil and grass but no less than one aeration per year) by manual or mechanical methods of piercing the ground to provide an adequate air supply to the soil and promote sustained plant life.

-Cultivation: Soil shall be cultivated to ensure the topsoil is loose for the purposes of gas exchange, water penetration, and soil aeration.

-Groundcover: All areas shall be maintained to promote healthy and sustained growth. Ground cover must present a neat appearance.

C.5.4.12 Reserved

C.5.4.13 Fence Lines

This section applies only to Daniel Patrick Moynihan Courthouse, 500 Pearl Street, NY, NY 10007.

Maintenance: Grass, native grasses, weeds, and other growths at fence lines **shall be controlled and not exceed four (4) inches in height**. Any chemical treatment used must be approved by the CO or their designee prior to use. Application of any chemicals must be accomplished by a Licensed Operator. Application of chemicals shall be documented in a record log book on the types of pesticides applied and date(s) of application.

C.5.4.14 Weeds

Maintenance: All area sidewalks, parking lots, and roadways (excluding unimproved grounds) are to be free of weeds and unwanted growths.

C.5.4.15 Irrigation

Initial Deficiency Walk-Through: The Contractor shall conduct a walk-through to inspect all irrigation systems (sprinklers, rain and freeze sensors, and drip systems) and submit a list of all damages to those systems to the CO or their designee.

C.5.4.16 Watering

-Watering: All watering cycles shall be conducted at times that minimize inconvenience to the building occupants and visitors and maximize percolation. Watering shall be performed to minimize run-off into drains and sewers. Entrances and exits shall not be wet during the arrival and departure of occupants and visitors. Watering shall be accomplished using a drip, soaker hose, or another water-saving irrigation system device. The Contractor shall operate watering systems that use automatic timers coupled with rain/freeze sensors in an efficient manner that considers local weather and local mandates. During

periods of water restrictions, watering guidelines by the local water district shall apply. The Contractor shall not be responsible for the replacement of landscaping materials that die as a result of a lack of proper access to water during these periods of water restrictions by municipalities.

-Hand Watering: When mechanical irrigation is not available or is malfunctioning, the Contractor shall use alternative hand watering methods, such as gator bags, or equivalents to ensure, promote, and maintain healthy growth. Watering shall be performed to minimize runoff into drains and sewers.

C.5.4.17 Adjust, Clean and Set Automatic Controllers

Irrigation systems with automatic controllers shall be adjusted, cleaned, and set for the most energy efficient watering periods. When watering lawns, the Contractor must make sure that the sprinklers and drip heads are clean and adjusted so that the water ejects evenly and covers all lawn areas and shrubs. The Contractor must ensure irrigated water does not spray on to paved areas or walkways and runoff into drains and sewers.

Irrigation systems that are damaged by the Contractor within the Manhattan Campus due to neglect shall be repaired by the Contractor. The Contractor shall be responsible for all costs incurred to repair and test the system. Repairs shall be performed by qualified personnel such as the Contractor, the Contractor's subcontractor, or the O&M Contractor. All repairs shall be performed using industry practices.

The Contractor shall be responsible to notify the Government in the event of operational malfunctions, breakages, or failures to the irrigation system, which affects the Contractor's ability to provide proper irrigation to building's landscaping. Failure to make timely notification to the CO or their designee shall result in the Contractor replacing damaged landscaping materials.

C.5.4.18 Integrated Pest Management Plan (IPM)

The Contractor shall utilize the Integrated Pest Management Plan for controlling pests and disease to ensure that the landscapes, trees, and shrubs are free of disease and pest infestation.

C.6 Above Standard Services

- Carpet Extraction - SF
- Window Washing - Per occurrence
- Washing Blinds And Coverings - Per occurrence
- Pressure Washing And Steam Cleaning - Per occurrence
- Tree Thinning - Per occurrence
- Government-Furnished Trees and Plants - Per occurrence
- Snow And Ice Removal (off site) For Areas Requiring Heavy Equipment - Per occurrence

The Contractor shall provide interior and exterior above standard services to fulfill the Government's intermittent need for work. These services are in addition to the services specified as a standard service.

The Contractor shall not divert workforce to accomplish above standard services.

Submit to the CO or their designee after contract award a commercial price list for above standard service listed item(s). The commercial price(s) shall include the duration that the price is valid, minimum quantities to be ordered and any other stipulations that may apply. Unless otherwise requested by the Ordering

Official, commercial prices for these services should be given by the square foot for any work defined in terms of its floor space. Work items whose unit of quantity is listed as 'each' should be on a "per item" basis (per blind, per window, per tree, etc.). However, the Ordering Official may request that the Contractor provide the work line items on another basis, 'such as per job' translated as quantity times unit price.

The Government reserves the right to obtain supplies and services from other sources if prices are found not to be fair and reasonable, based on competitive fair market prices.

C.6.0 Carpet Extraction (Private Areas)

The quality standard for providing above standard service is the same as that described in Section C.5.1.2. 'Carpets and Rugs.'

C.6.1 Window Washing

The quality standard for providing above standard service is the same as that described in Section C.5.1.14. 'Window Washing.'

C.6.2 Reserved

C.6.3 Washing Blinds and Coverings (Not Including Drapes, Curtains and Unique Coverings)

Contractor shall wash both sides of the blinds and coverings. Blinds and coverings that are not operating properly shall be reported to the CO or their designee for repair. The Contractor shall coordinate this requirement with the CO or their designee.

C.6.4 Pressure Washing and Steam Cleaning

Cleaning: The Contractor shall remove all dirt, debris, residue, gum, grease, and tar from the exterior areas of the building(s) with the approval of the CO or their designee. Clean-up shall be done in an environmentally sound manner to minimize the amount of waste washed into the storm sewers or onto the grounds.

C.6.5 Tree Thinning

Tree thinning shall reduce the density of live branches towards developing the natural branching structure. Thinning shall result in an even distribution of branches on individual limbs and throughout the crown, to provide free air circulation through the remaining limbs and branches. Not more than 25 percent of the crown should be removed annually.

Tree maintenance shall be performed only by arborists or arborist trainees who, through related training, on-the-job experience, or both, are familiar with the practices and hazards of arboriculture and the equipment used in such operations. This standard shall not take precedence over arboricultural safe work practices. Operations shall comply with applicable Occupational Safety and Health Administration (OSHA) standards, ANSI Z133.1, as well as State and local regulations.

Climbing spurs shall not be used when climbing and pruning trees. Tree branches shall be removed in a manner not to cause damage to other parts of the tree, other plants, or property. Branches too large to support with one hand shall be precut to avoid splitting of the wood or tearing of the bark. Where necessary, ropes or other equipment shall be used to lower large branches or portions of branches to the ground.

C.6.6 Government Furnished Trees and Plants (Planted In Ground or Planters)

Government furnished trees and plants shall be planted in the ground or in planters as approved by the CO or their designee. Native trees, shrubs, and herbaceous materials shall be used to support habitats for pollinators. Preference shall be given to the use of native perennials, with long bloom cycles.

C.6.7 Snow and Ice Removal for Areas Requiring Heavy Equipment

The Contractor shall furnish the necessary heavy equipment and other items needed to clear or haul snow and ice from parking areas, roads, driveways, plaza areas, etc., when an order is issued. Heavy equipment includes ride-on equipment such as front end loaders, backhoes, bobcats, snow plows, etc.

The Contractor shall use caution when snow removal is in progress to prevent any damage to the buildings, grounds, vegetation, landscape areas, sidewalks, roads, fire hydrants, shrubs, signs, and other protrusions. The Contractor shall be held liable for any damages incurred to Government property during the performance of work. All locally prescribed safety regulations, laws, and practices shall be carefully observed in performance of the work.

C.7 Service Calls

Contractor shall provide adequate staff to respond to service calls during every building's operating hours (see Section J, 'Building Information Sheet') and during the Contractor's regular cleaning schedule. Contractors shall detail in their Quality Control Plan (QCP) how they will monitor and respond to service calls.

The Contractor shall manage the receipt of service calls for the buildings identified in the scope of work centrally and establish a single phone number and a single e-mail address for receiving services call from GSA and/or building occupants.

Service calls shall be monitored and satisfactorily responded to in a timely manner. The Contractor shall include an electronic method of recording customer calls, the time to complete the service call, and the corrective action taken. These records shall be made available electronically for review by the CO or their designee on a monthly basis. At a minimum, the electronic record shall include the following:

- Service Call#
- Building # (list to be provided by GSA)
- Building Name (naming convention to be provided by GSA)
- Requesting Agency (naming convention to be provided by GSA)
- Floor #
- Room #
- Description of request
- Timestamp of when the customer calls in
- Timestamp of when the work actually starts
- Timestamp of when the work is completed

The costs of all service calls shall be reimbursed to the Contractor if the request is outside the building(s) operating hours and outside the Contractor's regular cleaning schedule.

The Contractor shall respond to all service call requests (custodial issues, moving, arranging and rearranging furniture within a conference room, special event support, etc.) using building specific service call procedures.

Service calls that the CO or their designee determines to be urgent (spilled water in traffic areas, lack of toilet supplies, etc.) shall be handled immediately.

C.8 Communication Plan

The Contractor shall prepare and provide to the CO or their designee a communication plan electronically, detailing how the Contractor plans on using technology (two-way digital communication) to communicate with GSA to receive and respond to service calls, emergencies, status of projects, etc. The plan shall be submitted as part of the bid package for the Government's review and approval.

C.9 Protection and Damage

The Contractor shall make reasonable efforts to assist the Government to prevent hazardous conditions and property damage. To the extent that relevant conditions or activities are noted but are not associated with the Contractor's scope, the Contractor shall promptly report such conditions or activities to the CO or their designee, or to security personnel.

The Contractor shall protect Government's property, buildings, materials, equipment, supplies, records and data that are within the Contractor's control against unauthorized access, loss or damage.

The Contractor shall establish a system for on-site work force personnel to report potentially hazardous conditions in the building to the CO or their designee or other designated Government representatives, regardless of whether the condition is within the Contractor's responsibility.

The Contractor and Contractor's employees and subcontractors shall comply with the General Services Administration, 'Rules and Regulations Governing Conduct on Federal Property' (as posted in the building), and shall promptly report violations by employees, or as otherwise observed, to the CO or their designee, or security personnel.

C.10 Solid Waste/Trash/Recycling Management

A solid waste/trash reduction and recycling management program, which is part of providing standard services, includes identifying and properly segregating all recyclable materials, composting materials, and Universal Wastes.

The Contractor shall not collect hazardous materials unless specifically contracted to recycle them. Typical prohibited wastes include but are not limited to fluorescent light bulbs, thermostats, thermometers, most chemicals, and batteries (nickel-cadmium and small, sealed lead acid batteries in electronic equipment, mobile phones, portable computers, and emergency lighting). In addition, electronic equipment such as

computers and printers shall not be discarded in the trash containers. The Contractor shall notify the CO or their designee of any prohibited or unauthorized items observed in the trash receptacles.

The Manhattan campus locations covered by these custodial specifications will have all solid waste including recyclables brought to a Materials Recycling Facility (MRF) that is located within New York City. This Materials Recycling Facility or “dirty” MRF will sort all recycled materials such as Aluminum, Glass, Plastic, Metals, Paper, Cardboard, Wood from the solid waste that has been collected from the facilities covered by these listed below. The monthly reports per building will show both garbage (landfilled materials) and recyclable materials tonnage for each container. An example of an acceptable reporting format is attached in Section J, Exhibit 6.

C.10.1.0 Solid Waste/Trash Audits

A solid waste/trash stream audit is necessary for all buildings. The Contractor shall verify with the CO or their designee to confirm whether the building has been audited. Buildings that have been audited do not require re-auditing. A waste stream audit at the building is required to determine the profile (amount and composition) of the solid waste/trash stream; identify efficient methods for the collection, storage, and transfer of wastes for disposal recycling, and composting; determine the right service level for solid waste/trash collection and removal to minimize waste shipments; and obtain a more accurate picture of GSA's solid waste/trash generation levels in order to comply with Executive Order 13514 solid waste/trash diversion provisions.

C.10.1.1 Extent of Work

At the beginning of a base year contract, the Contractor shall perform a solid waste/trash audit of the building(s). The Contractor shall submit the audit findings to the CO or their designee and Solid Waste/Trash Program Manager for review. Based on the findings, the Contractor shall partner with the Government to set up a solid waste/trash management program that is cost effective and will maximize the amount of waste diverted to recyclers and away from the landfills and incinerators. Contractor will develop a written report and analysis of the conclusions drawn from this audit, including recommendations for improving the economy and efficiency of waste collection, storage, transfer, and disposal (including recycling and composting). Refer to Section J, Exhibit 7, ‘PBS Waste Audits.’ The audit shall be completed and a Report provided to GSA within 60 calendar days of completion of the audit, unless additional time is authorized by the CO or their designee.

The Government may at its discretion perform solid waste/trash audits and share results with the Contractor. Based on these reports, the Contractor shall partner with the Government to implement best practices solid waste/trash audit recommendations.

C.10.1.2 Solid Waste/Trash/Recycling Removal and Disposal

The Manhattan campus locations covered by these custodial specifications will have all solid waste including recyclables brought to a Materials Recycling Facility (MRF) that is located within New York City. This Materials Recycling Facility or “dirty” MRF will sort all recycled materials such as Aluminum, Glass, Plastic, Metals, Paper, Cardboard, Wood from the solid waste that has been collected from the facilities covered by these listed below.

The containers that are commonly used at the above facilities are either compactor or open-top containers (roll-on/roll-off). The contractor will report monthly per building on the quantities of garbage (landfilled materials) and recycled materials in tons for each container. Each container from these locations will be individually assessed and evaluated during the sorting process to obtain the data needed for reporting. All containers will be assessed for the type and percentage of recyclable materials and the results of these evaluations will be shown on the monthly report for each container. The monthly reports per building will show both garbage (landfilled materials) and recyclable materials tonnage for each container.

For example if for a particular container whose pickup tonnage is 1 ton the monthly report will show tons of garbage and tons of recyclable materials (0.25 tons garbage and 0.75 tons recyclable materials, 0.25 ton + 0.75 ton = 1 ton).

The reports will provide tonnage breakouts of materials for each of the above locations along with site disposal recycling and end user outlet and market information. Categories include paper, cardboard, wood, plastic, metal, residual/trash and others. An example of an acceptable reporting format is attached in Section J, Exhibit 6.

The above reporting is in addition to the required recycling reports prepared by the Custodial Contractor that show the quantities in tons for each type of recyclable materials (i.e. paper, glass, plastic, etc.) collected and sorted within the above facilities. The collection, sorting, and accounting of recyclable materials done within the above facilities are performed by the Custodial Contractor separately from recycling sorting activities done at the selected Materials Recycling Facility ("dirty" MRF).

All solid waste/trash collected as a requirement of this contract shall be removed from the premises and transported to a solid waste/trash disposal facility that has been certified by the appropriate state agency responsible for solid waste/trash management or by EPA.

The custodial Contractor shall provide solid waste/trash removal and disposal services as described herein.

The Contractor shall collect and transport all solid waste/trash and debris to designated locations on the loading dock or other areas (holding areas) for removal from the premises. Holding areas for solid waste/trash accumulation shall be identified by the CO or their designee. If trash compactors are used at the building, the Contractor shall operate the compactor. The door is interlocked with the compactor and will not operate unless the door is closed. The custodial Contractor shall ensure that the appropriate Contractor personnel receive training in the safe and proper operation of the compactor.

The Contractor shall provide a sufficient number of waste removal containers to accommodate all trash generated between pick-up dates. The CO or their designee shall approve all container styles, types, and storage locations prior to placement. The Contractor shall be responsible for the delivery, maintenance, repair, cleanliness, labeling, and removal of storage containers and equipment throughout the contract period. The containers must be kept free of holes, pests, grease, oils, and odors, etc. The Contractor will report any pest infestation in or around the containers to the CO or their designee. All Contractor-supplied equipment and materials shall remain the property of the Contractor during and subsequent to the contract period.

The overflow of materials from containers and dumpsters shall be picked up from the ground and floor area used to collect and consolidate the materials. The Contractor shall remove all hydraulic fluids and oil spillages caused either by the collection vehicles, or released from containers at the designated centralized

collection site (loading dock, etc.). Spill residue and clean-up materials shall be disposed of in accordance with the EPA, and State and local regulatory agency requirements.

The Contractor shall perform collection, removal, recycling and related activities in accordance with the strategies agreed upon by the Government and Contractor based on the solid waste/trash audit Final Report. See Section C.10 'Solid Waste/Trash/Recycling Management' for additional details. The Contractor is responsible for all costs of trash removal. The Contractor shall be responsible for loading containers onto collection vehicles.

C.10.1.3 Solid Waste/Trash Records and Reports

Reporting requirements are defined in Section C.11 'Environmental Reporting.' Also see Section J, Exhibit 6.

C.10.1.4 Pick-ups on Call : Solid Waste/Trash

Additional or special pick-ups of solid waste/trash may be required on an irregular basis. Pick-ups shall be accomplished within 24 hours of notification by the CO or their designee. Payment for these pick-ups shall be based on a price per pick-up.

C.10.2.0 Recycling

It is the intent of the Government to keep the maximum amount of materials from the landfills through aggressive recycling.

C.10.2.1 Extent of Work

The Contractor shall remove all hydraulic fluid and/or oil spillage caused either by the collection vehicles, or released from containers at the designated centralized collection site (loading dock, etc.). Sorbent use for cleanup shall contain post consumer recycled content minimum as required. The minimum depends on the type of sorbent used: see the EPA/CPG website for details. Spill residue and clean-up materials shall be disposed of in accordance with the Environmental Protection Agency (EPA), and State and local regulatory requirements.

Unless specifically contracted to recycle items or material identified by the EPA and State and local regulatory agencies as hazardous waste, hazardous materials, or Universal Waste, the Contractor shall not collect these items. Typical prohibited wastes include but are not limited to fluorescent light bulbs, thermostats, thermometers, most chemicals, and batteries. Electronic equipment, such as computers shall not be discarded in the recycle bins. The Contractor shall notify the CO or their designee of any prohibited or unauthorized items observed in the trash or recycling receptacles.

The Contractor shall furnish all necessary labor and supervision to provide recycling services as described herein. All recyclable materials shall be collected for removal from the premises. Overflow of materials from containers shall be picked up from the floor of the area used to collect and consolidate the materials.

Arrange for the removal of recyclables from the premises. Be responsible for all fees, if any, associated with recycling.

Remove all recyclable materials to a storage area designated by the CO or their designee. Recyclable materials may be found in:

☐ Central recycling bins and containers (located in common areas such as hallways, break rooms, conference rooms, snack bars, cafeteria and/or restrooms, etc.)

☐ Desk side recycling bins and containers.

☒ Both.

-Place recyclable materials in containers, dumpsters, or compactors provided by recycler. The Contractor shall monitor the containers, dumpsters, and compactors to prevent littering in the holding area. No trash shall accumulate in the holding area.

-Bale corrugated materials, if a baler is available.

-Ensure that all custodial staff involved in the recycling program fully understands the recycling procedures and requirements.

-Coordinate additional pickups within 24 hours of notification by the CO or their designee.

-Comply with reporting requirements specified herein in Section C. 11, 'Environmental Reporting'. Also see Section J, Exhibit 6

C.10.2.2 Recyclable Materials Disposition

The Contractor shall ensure that all recyclable materials are recycled and not placed in landfills and incinerators. The CO or their designee may direct the Contractor to participate in joint efforts with State, city, and local governments regarding recycling.

C.10.2.3 Recyclables

- Collection and Pickups: The Contractor shall ensure that recyclables are collected and placed in the designated holding areas on a schedule that will maximize the quantity of materials removed from the premises as scheduled. Additional collections of recyclable materials may be required on an irregular basis and will be coordinated with the CO or their designee.

C.10.2.4 Pick-ups on Call: Recyclables

Additional or special pickups of recyclables may be required on an irregular basis. Pickups shall be accomplished within 24 hours of notification by the CO or their designee. Payment for these pickups shall be based on a price per pickup.

C.10.2.5 Recycling Containers

-Deskside containers shall be provided by tenant agencies. However, in an effort to reduce the amount of plastic bags entering the waste stream. GSA will be reducing the number of trash and recycle bins in all federal buildings. As a general rule, we will use an employee to trash/recycling bin ratio of 4:1. Therefore, for every four employees we will be providing one trash/recycling bin. The location of these bins can be determined on a case by case basis and any effort to increase this ratio is encouraged. The selected vendor will be required to collect all bins that are being taken out of circulation in the first month of this contract. This strategy will not be implemented in the three courthouses. Instead the vendor will empty the

content of each deskside trash and recycling bin into larger containers, making sure that no food or other waste remains in the original bin.

- Central Collection Containers (Government to provide): Container(s) shall be placed in the areas designated by the CO or their designee, where trash is collected. Government approved container(s) shall be placed on each floor to receive the collection of recyclable materials. Full containers with recyclables are to be transported by the Contractor to the dock or designated area for pickup by the recycling Contractor.

- Recycling Collection Containers: The Contractor shall provide the necessary Government approved collection containers/bins and other equipment for use throughout the building for the collection of recyclable materials. These are the mobile type containers/bins and other equipment that the Contractor shall use to collect recyclables from deskside and/or central recycling containers. These containers shall be in sufficient quantities for the collection of recyclable material prior to removal to the designated holding area.

- Storage Containers: The Contractor shall provide the necessary storage containers and other equipment, such as compactors, dumpsters, etc., for use in designated holding areas. Containers shall be in sufficient quantities for the collection and storage of the recyclable materials in the holding area prior to removal from the premises by the recycling Contractor.

- Containers and Equipment Responsibility: The Contractor shall be responsible for the removal of recyclables from the collection containers and moving them to the holding area throughout the contract period. The containers, excluding those used to collect paper, shall be labeled, lined and free of residue and any plastic liners shall not be torn, worn or contain residue. Containers shall be kept free from holes, vermin, or foreign matter that might cause injury or stain clothing or furniture, and the containers must not emit unpleasant odors. If any container emits an unpleasant odor, as identified by the CO or their designee, it shall be immediately corrected by the Contractor at their expense. Recyclable materials shall not be handled, stored or transported in any manner that causes safety or health hazards.

All Government supplied equipment and materials shall remain the property of the Government. The Contractor shall be accountable for all recycling equipment and containers belonging to the Recycling Contractor and shall use them only for the intended purpose.

C.10.2.6 Restriction on Use

Recyclable paper purchased under this contract shall be used or sold as recyclable paper only; i.e., for processing at a pulp mill to be made into new paper products. The Contractor shall not use, allow access to, or offer for resale any papers, documents, or file record materials for the information contained therein.

C.10.2.7 Recycling Proceeds

The Contractor shall use the proceeds received from the sale of recycling material(s) to lower the cost of trash removal or recycling at the location.

C.10.2.8 Recycling Records and Reports

Reporting requirements are defined in Section C.11 'Environmental Reporting.' Also see Section J, Exhibit 6

C.11 Environmental-Reporting

The Contractor shall provide all necessary information required in this Section to comply with environmental and green purchasing reporting requirements, and agency sustainability goals in this specification. The Contractor shall submit to the CO or their designee the following reports.

C.11.0 Recycling and Waste Reports

-Monthly Recycling Report: The Contractor shall submit a monthly Recycling Report (See Section J, Exhibit 6) listing the types, weights, and costs or revenues. Include in the report are single stream recycling, commingled recycling, and composting. Reports shall be submitted by the 15th of each month and upon request by the CO or their designee.

-Waste Hauling Reports: The Contractor shall submit a monthly Waste Hauling Report (See Section J, Exhibit 6) showing the weight of trash hauled and the associated trash hauling costs. The report shall be submitted by the 15th of each month and upon request by the CO or their designee.

C.11.1 Report Calculations

The recycling and waste hauling reports above shall contain sufficient data to calculate waste diversion and waste removal costs. When actual weights are not known, the Contractor shall use EPA's Standard Volume-to-Weight Conversion Factors. Deductions shall be made and reported for volumes that are not filled to capacity (i.e., half full, 3/4 full, etc.) and conversions adjusted accordingly.

C.11.2 Green Purchase Reporting

The Contractor shall submit information on green purchasing practices specific to the performance of this contract. Records shall be sufficient to facilitate reporting on product purchase meeting the following standards:

- Key Sustainable Product: Contractor shall submit proof of compliance to the CO or their designee prior to the start of each contract year. For Contractors meeting the KSP standards using AbilityOne products, proof of compliance can be downloaded from the AbilityOne catalog website (https://www.abilityone.com/OA_HTML/ibeCZzpHome.jsp?sitex=10020:22372:US). Proof of compliance includes electronic copies of manufacturer product sheets; screenshots from manufacturer or distributor catalogs or websites; or an electronic copy of the pre-approved KSP product list posted on the Green Procurement Compilation (<https://sftool.gov/greenprocurement>) highlighting the product or products to be used.

- Bio-based: The Contractor shall provide a list of USDA-designated bio-based products purchased October 1-September 30, during the previous fiscal year. Information will include the types and dollars spent on these products. The Contractor shall submit the report in accordance with Federal Acquisition Regulation (FAR) Clause 52.223-2 no later than October 31 of each year during contract performance and at the end of contract performance. The reports shall be submitted to the <https://www.sam.gov/>.

C.11.3 Integrated Pest Management Report

The Contractor shall provide to the CO or their designee with a list of chemicals and their purchase prices that are used to control pests in the building.

C.11.4 Supporting Documentation

The Contractor shall maintain documentation to support all the above reported activities. Information may include receipts or other records related to pick-up dates, weights, and associated fee schedules. Records and receipts obtained shall be delivered to the CO or their designee at the beginning of the option year and upon request.

C.11.5 Reporting Formats

Reports prepared by the Contractor shall be submitted to the Government electronically using the forms in Section J, Exhibit 6. The Contractor shall submit reports in electronic form. The Contractor's reports shall be printed double-sided on paper containing a minimum of 30 percent post consumer recycled content.

C.12 Integrated Pest Management

The Integrated Pest Management (IPM) Plan is a part of the standard services provided by GSA, which consists of a preventive maintenance process. The plan coordinates many different programs to reduce sources of pests on a long-term basis for both the interior and exterior areas of a building. The Pest Control requirement is specified in 7 U.S.C. 136r-1 [7 USC § 136r-1 - Integrated Pest Management | LII / Legal Information Institute](#). The Contractor shall have a plan that employs practices and techniques, as they relate to cleaning, trash, and materials handling, that reduce the sources of food and water, harborage, and access routes used by pests in and around the building.

C.12.0 Preventive Pest Maintenance

The Contractor shall implement a preventive maintenance program that identifies and corrects conditions that contribute to pest infestation. Some of the most effective **EXAMPLES**, include but are not limited to:

- Self-contained compactors rather than dumpsters or stationary dumpsters for storing solid waste/trash awaiting pickup, wherever possible.
- Pressure washing of trash rooms, loading docks, and food preparation facilities. The Contractor shall ensure that run-off into drains and sewers is minimized when using pressure washing devices.
- Food preparation and storage areas remain clean.
- Dedicated, tightly covered receptacles for food waste in indoor areas with chronic pest problems.
- Replacement of dense ground cover in landscapes with chronic rodent problems.
- Employ techniques that may include, but are not limited to, keeping containers closed, removal of debris, etc.

C.12.1 Initial Pest Assessment

A certified pesticide applicator or licensed IPM Contractor shall conduct a thorough, initial assessment of the interior space and exterior grounds and paved areas. Access to building space shall be coordinated with the CO or their designee. The CO or their designee must inform the Contractor of any restrictions or areas requiring special scheduling. The purpose of the initial assessment is for the custodial Contractor to identify areas or practices that may contribute to pest infestation.

Grounds areas that support pollinator nesting and foraging for honey bees, native bees, birds, bats, and butterflies shall be identified in the initial pest assessment as "pollinator sensitive zones".

A written report detailing the findings of the initial assessment shall be submitted to the CO or their designee within fifteen (30) calendar days of the start of the contract. Throughout the life of this contract, the Contractor shall be responsible for notifying the CO or their designee in writing about any sanitary or procedural modifications deemed necessary to eliminate pest infestation.

C.12.2 Recommendations for Pest Management and Control

Application of chemical and non-chemical pesticides and trapping methods to address current pest infestations (pest populations) is not a part of this base contract. As required above, the Contractor shall submit an assessment of practices that may contribute to pest infestations (pest populations). The report shall also include recommendations for getting rid of current pest infestations. Eradication methods recommended shall include non-pesticide practices where possible (vacuum or trapping methods). Each control recommendation shall include a price which the Contractor would charge separately from this contract. Prices shall reflect service from personnel qualified to apply chemical and non-chemical pesticides. In the event that pesticide application or trapping methods are required on a regular basis, this contract may be modified to include those services. The GSA may choose to obtain these services from a separate vendor.

C.12.3 General

The certified pesticide applicator or licensed IPM Contractor shall accomplish the monitoring, trapping, and pesticide application and pest removal components of the IPM.

C.12.4 Pests Included and Excluded

The Contractor shall adequately suppress indoor populations of rats, mice, cockroaches, ants, flies, and any other arthropod pests not specifically excluded in this exhibit. This includes populations of these pests that are located outside of the specified facilities, but within the property boundaries of the facilities.

The following pests are excluded from this contract and should be ordered by the region under a specialized contract:

- Birds
- mosquitoes
- Snakes
- Vertebrates that are not commensal rodents
- Bats
- Termites
- Other wood-destroying organisms
- Bed Bugs

C.12.5 Initial Pest Assessment

A certified pesticide applicator or licensed IPM Contractor shall conduct a thorough, initial assessment of the interior space and/or exterior grounds and paved areas. Access to building space shall be coordinated with the CO or their designee. The CO or their designee must inform the Contractor of any restrictions or areas requiring special scheduling. The purpose of the initial assessment is for the custodial Contractor to identify areas or practices that may contribute to pest infestation.

Grounds areas that support pollinator nesting and foraging for honey bees, native bees, birds, bats, and butterflies shall be identified in the initial pest assessment as "pollinator sensitive zones".

A written report detailing the findings of the initial assessment shall be submitted to the CO or their designee within 30 calendar days of the start of the contract. Throughout the life of this contract, the Contractor shall be responsible for notifying the CO or their designee in writing about any sanitary, structural, or procedural modifications deemed necessary to eliminate pest infestation.

C.12.6 Pest Control Plan

Prior to initiation of services, the Contractor shall submit to the CO or their designee for approval a written Pest Control Plan within 7 calendar days following the initial assessment. The plan should include integrated methods, routine site inspections and maintenance, routine pest inspections, pest populations monitoring, evaluation of the need for pest control and one or more pest control methods. The plan shall also include a specification of the circumstances under which an emergency application of pesticides can be applied and a communications strategy directed to building occupants.

The Pest Control Plan shall consist of the following parts:

- Proposed Materials and Equipment for Service including labels and Safety Data Sheets (SDS) for all pesticides to be used. A list of the brand names of trapping devices, pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest detection equipment, and any other pest control devices or equipment that may be used to provide service. The use of green and sustainable methods and applications is preferred whenever possible. A list of chemicals used and the purchase price for these chemicals.
- Proposed Methods for Monitoring and Detection including describing those methods and procedures to be used for identifying sites of pest harborage and access and for making objective assessments of pest population levels throughout the term of the contract.
- An inspection schedule for each building or site. Frequency of contact visits shall depend on the specific pest control needs of each premise. Large office facilities or specified office areas within such facilities with a history of pest infestations, will be visited more frequently.
- A description of any structural or operational changes that would facilitate the pest control effort.
- A copy of the Commercial Pesticide Applicator Certificate or License for every Contractor representative who will be performing on-site service.
- Upon start-up, evaluate the existing traps and remove based on manufacturer's recommendations. Monitor and remove any new traps set in place based on manufacturer's recommendations.

C.12.7 Pesticide Application

The Contractor shall not apply any chemical or non-chemical pesticide products that have not been included in the Pest Control Plan or approved in writing by the CO or their designee. The Contractor shall provide to the CO or their designee with a list of chemicals and purchased price as specified in Section C.11 'Environmental Reporting.' If the CO or their designee has concerns or questions regarding

chemicals being used, the CO or their designee should contact the Integrated Pest Management Coordinator in GSA's National Capital Region. The Contractor shall employ the least hazardous materials, most precise application technique, and minimum quantity of pesticide necessary to achieve control. Pesticides used by the Contractor must be registered with the U.S. Environmental Protection Agency, state and/or local jurisdiction. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, State, and local laws and regulations. All chemicals shall be in the original manufacturer's containers and properly labeled.

Chemical pesticides shall not be applied in any Child Care center without prior coordination and consent of the Child Care Director. Posting and notifying the Child Care Director must be initiated at least 24-48 hours in advance of using any chemical pesticides. Only qualified, trained, and certified personnel or licensed Contractors shall apply any chemicals. Uncertified individuals working under the supervision of a certified pest applicator or licensed Contractor shall not be permitted to provide service under the terms of this contract. Chemicals shall be applied with extreme care to avoid hazard to any person or animal in the immediate or adjacent areas, or property damage.

The application of pesticides shall not be used in areas that promote and support habitats for pollinators, including honey bees, native bees, birds, bats, and butterflies.

Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any area shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area. In no case shall extremely toxic materials be permitted. The Contractor shall not store any pesticide products on Government property. Any emergency applications of chemical pesticides must be approved by the CO or their designee prior to application.

C.12.8 Structural and Procedural Recommendations

Structural modifications for pest control will be the responsibility of the Government. However, throughout the life of this contract, the Contractor shall be responsible for notifying the CO or their designee in writing about concerns with any structural, sanitary, or procedural modifications deemed necessary to eliminate food and water sources, harborage, or access routes that would allow building infestation by pests in and around the building.

C.12.9 Record Keeping

The Contractor shall be responsible for maintaining a pest control logbook or file for each building or site specified in this contract. These records will help with monitoring pest locations and actions taken to prevent or mitigate further infestations. The log shall include pesticide information on whether chemical and non-chemical methods were used to control pests. Where chemicals are applied the log shall specify the type, quantity, price, and circumstances for using pesticide(s). These records shall be kept on Government property and maintained by the Contractor.

Each log book or file shall contain at least the following items:

- A copy of the Pesticide Control Plan. The plan shall provide labels and SDS for all chemical pesticides used and purchase price, brand names of all pest control devices and equipment used, and the Contractor's service schedule for the inspection and/or treatment of the building. Reporting requirements for the plan are defined in Section C.11 'Environmental Reporting.'

-Completed copies of GSA Form 3638, Pest Control Work and Inspection Report, or an equivalent form such as another Contractor service report forms that is approved by the CO or their designee. The report form shall be used to advise the Contractor of routine service requests and to document the performance of all work. The Contractor shall also document on the GSA Form 3638 or equivalent all information on pesticide application that is required by statute in the jurisdiction where service is actually performed. Upon completion of a service visit to a building, the Contractor's representative performing the service shall complete, sign, and date the GSA Form 3638 or equivalent form.

C.12.10 Manner and Time to Conduct Service

Routine pest control services that do not adversely affect tenant health or productivity shall be performed during the tenants' normal working hours. The Contractor shall notify the CO or their designee, and the CO or their designee shall provide notice to occupants at least 72 hours before application of any pesticides during normal conditions and within 24 hours in emergency situations. An emergency is an exceptional circumstance that poses a clear (or at least perceived) health and safety risk or where operations are severely disrupted. Examples of the first involve some outdoor animal (e.g., bird, snake, bat, or squirrel) that has gotten into indoor space and cannot get out, or a nest of bees or wasps are discovered on the grounds. An example of the second would be a swarm of winged termites or ants emerging into occupied space, which might be completely harmless, but nevertheless are alarming to the occupants. When it is necessary to perform any work outside of the tenant's normal working hours, the Contractor shall notify the CO or their designee at least one day in advance.

C.12.11 Insect Control

The Contractor shall provide the CO or their designee with signs, placards, literature, or other information so that the CO or their designee can inform building occupants of the nature of the pest application. The information will include at a minimum a brief explanation regarding the reason for the pest application, the safety of the products being used and contact information should the building occupants have questions.

Non-pesticide Products and Use: The Contractor shall use non-pesticide methods of control wherever possible. For example:

- Portable vacuums with HEPA or MICRO filtration
- Trapping devices

-Chemical Pesticide Products and Use: When it is determined that chemical pesticides must be used in order to obtain adequate control, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control. The Contractor shall minimize the use of liquid pesticide applications wherever possible, for example:

- Bait stations and other types of bait formulations rather than sprays.
- As a general rule, liquid, aerosol, or dust formulations shall be applied only as crack and crevice treatment.
- Application of pesticide liquids, aerosols, or dust to exposed surfaces and pesticide space sprays (including fogs, mists, and ultra-low volume applications) shall be restricted to unique situations where no alternative measures are practical.

The Contractor shall obtain the approval of the CO or their designee prior to any application of pesticide liquids, aerosols, or dust to exposed surfaces, or any space spray treatments. Other than crack and

crevice treatments, no liquid, aerosol, or dust applications shall be made while tenant personnel are present.

C.12.12 Rodent Control

-Indoor Trapping: Generally, rodent control inside buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Traps shall be checked on a schedule approved by the CO or their designee. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner. The Contractor must identify all locations traps are placed, the date the trap was placed, and when the trap is scheduled for removal.

- Use of Rodenticides: In extreme cases, when rodenticides are deemed essential for adequate rodent control inside buildings, the Contractor shall obtain approval from the CO or their designee prior to making any interior rodenticide treatment. All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals or in EPA-approved tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible.

-Use of Bait Boxes: All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The Contractor must identify all locations traps are placed, the date the trap was placed, and when the trap is scheduled for removal. The Contractor shall adhere to the following points:

- All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.

- The lids of all bait boxes shall be securely locked or fastened shut.

- All bait boxes shall be securely attached or anchored to floor, ground, wall, or other immovable surface, so that the box cannot be picked up or moved.

- Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box.

- All bait boxes shall be labeled on the inside with the Contractor's business name and address and dated by the Contractor's technician at the time of installation and each servicing.

C.12.13 Safety and Health

All work shall comply with the applicable requirements of 29 CFR §1910 and State and municipal safety and health requirements http://www.access.gpo.gov/nara/cfr/waisidx_06/29cfr1910a_06.html, Where there is a conflict between applicable regulations, the most stringent shall apply.

C.13 Child Care Center

The Contractor through innovation, technology, or other means shall perform the Child Care center services using the prescriptive based standards and frequencies delineated in the scope. Where Child

Care specific standards and frequencies do not exist the Contractor shall first use the performance based standards in this contract. If no standards exist in this contract, the Contractor shall use industry standards to meet the requirements in this contract.

The Contractor shall furnish all personnel, labor, equipment, material, tools, supplies, supervision, management, and services necessary to perform and provide the cleaning efforts. The cleaning effort shall include, but not limited to: restroom fixtures, faucets, sinks, counters, vents, shelving, partitions, mirrors, waste receptacles, wall surfaces, toilets, soap/paper towel dispensers, doorknobs, cabinet handles, toilet seats, toilet basins, toilet handles, waste and soiled diaper receptacles, vertical and horizontal surfaces, countertops, tabletops, doors, cabinet handles, carpets, mats, area rugs, walls, windows, view panels, mirrors, entrance and exits, classroom cleaning, kitchens, wall fixtures, ceilings, horizontal surfaces, built in furniture, lofts, floors, mats, sinks, drinking fountains, trash removal, high cleaning, glazing, partitions, outdoor, playgrounds, playground equipment and rubber/hard surfaces, window treatments and furniture. These items in this scope shall be cleaned to the standards detailed in this scope.

The Contractor shall maintain a clean, sanitary, safe, and healthy physical environment for children and teachers. Children and their families have a right to expect their stay in a GSA Child Care center to be as safe, clean, and comfortable as possible. High standards of cleanliness are particularly important. Since children will touch any surface they can reach (including floors), all surfaces in a Child Care center may be contaminated and can spread infectious agents. Therefore, a frequent and responsive cleaning service is essential to ensure all surfaces are properly cleaned and disinfected.

The highest level of sanitation is usually required in the following areas, but not limited to:

- Child Care areas: classrooms
- Bathrooms
- Diaper changing areas
- Kitchens and classroom food preparation areas

All surfaces contaminated by bodily fluids: saliva, mucus, vomit, urine, stool, or blood must be cleaned and sanitized immediately in accordance with service call requirements.

With the exception of policing and trash removal, cleaning of the Child Care center shall be done when there are no children present in the immediate area of cleaning.

C.13.0 Products

The Contractor shall properly train their staff in regard to different cleaning methods and products to satisfactorily clean and disinfect the variety of surfaces found within a Child Care center. The use of products should follow appropriate environmental considerations, as it relates to the health, hygiene, and safety of staff, children and the public.

The Contractor shall clean surfaces prior to disinfecting, unless using a cleaner-disinfectant capable of performing both functions simultaneously. Industrial products that meet the Environmental Protection Agency's (EPA) standards for hospital grade germicides (solutions that kill germs) may be used for disinfecting. Use of EPA approved green products for general cleaning are preferred where appropriate. Regarding floor care, the Contractor shall refer to the manufacturer's recommended cleaning products.

C.13.1 Standards

The Contractor employees that clean Child Care centers are subject to Federal, State, and local laws governing health-screening and security background check requirements. All required health certifications shall be provided to the CO or their designee prior to starting work in the Child Care center, including the evidence of being tested for tuberculosis.

All Child Care centers in the GSA controlled space must achieve accreditation from the 'National Association for the Education of Young Children (NAEYC).' Part of this accreditation process includes meeting NAEYC Cleaning Standards and is incorporated within this specification. Successfully achieving accreditation from the NAEYC requires both the Child Care provider and the cleaning Contractor sharing the responsibility. The Child Care center staff is responsible for cleaning the toys, children's furniture including tables and chairs, high chairs, potty chairs, phones, computers, cribs, and kitchen appliances after use and interiors, as well as classroom activity and meals clean up.

C.13.2 Guidance

NAEYC Definitions

- Cleaning:** Physically removing all dirt and contamination, oftentimes using soap and water. The friction of cleaning removes most germs and exposes any remaining germs to the effects of a sanitizer or disinfectant used later.
- Disinfecting:** Destroying or inactivating most germs on any inanimate object, but not bacterial spores.

Look for the EPA registration number on the product label, which will describe the product as a cleaner or disinfectant. Use the least toxic product for the particular job and use according to manufacturer's instructions.

C.13.3 Safety

The Contractor is responsible to ensure that cleaning and maintenance equipment, and supplies are well secured from the children. Report to the CO or their designee any potential hazards that could conceivably cause injury to a child.

C.13.4 Cleaning Requirements

The following areas have been assigned a minimum cleaning frequency to establish a required base level of cleaning. However, cleaning in these areas may require more attention than the minimums listed to achieve desired results.

The Contractor is responsible for the following tasks:

TWICE DAILY

Remove and seal plastic bags from soiled diaper receptacles to designated area.

DAILY

General

Clean and disinfect all surfaces touched by hands, such as light switches, door knobs, and handles.

Entrance, Outdoor Play Area and Drinking Fountains

- A. Entrances: Police and clean all entrance and exit areas, including entrance doors.
- B. Police playground area in the morning before playground activity begins: Remove trash, check for any hazards in general area, along the fence and equipment; remove any foreign substances or spillages.
- C. Clean and disinfect all drinking fountains.

Restrooms and Diapering Areas

- A. Clean and disinfect all restroom fixtures, faucets, sinks, countertops, vents, shelving, partitions, mirrors, wall surfaces, toilets, soap/paper towel dispensers, doorknobs, cabinet handles, toilet seats, toilet basins, toilet handles, and other touchable surfaces.
- B. Clean and disinfect diaper changing table horizontal and vertical surfaces.
- C. Empty trash and other waste material. Trash shall be collected and disposed of at a location designated by the CO or their designee. Empty, clean and disinfect waste and diaper receptacles.
- D. Replenish paper towel, soap, and toilet paper. All dispensers shall be filled with Contractor provided supplies; soap must be compatible with the provided dispenser.

Child Care Areas

- A. Empty trash, clean and disinfect waste receptacles. Trash shall be collected and disposed of at a location designated by the CO or their designee.
- B. Clean and disinfect all vertical and horizontal surfaces including countertops and tabletops.
- C. Clean and disinfect all sinks and faucets.
- D. Clean and disinfect all door and cabinet handles.
- E. All carpets, mats, and area rugs shall be thoroughly vacuumed and spot cleaned. Carpet surfaces are to be free of dirt, dust, and other debris. Vacuuming shall be done at a frequency that will protect the integrity of the carpet and prolong wear. The Contractor shall utilize vacuum cleaners that meet the requirements of the Carpet & Rug Institute Green Label/Green Label Plus Testing Program, <http://www.carpet-rug.org/commercial-customers/cleaning-and-maintenance/seal-of-approval-products/vacuums.cfm>.
- F. Spot clean walls, windows, view panels, and mirrors.

Kitchen and Food Prep Areas Within the Classroom

- A. Empty trash, clean and disinfect trash receptacles. Trash shall be collected and disposed of at a location designated by the CO or their designee.
- B. Clean and disinfect all countertops and horizontal surfaces, *using a solution safe for food contact*.
- C. Clean and disinfect all sinks and faucets.
- D. Clean and disinfect all vertical surfaces and door and cabinet handles.
- E. Clean and disinfect fronts of all appliances.

Floors

Clean and disinfect all floors, including food preparation and pantry, bathrooms, classrooms, and under mats. First sweep or vacuum, then damp mop with a floor cleaner-disinfectant. (Best practice: consider micro-fiber damp mop.)

WEEKLY

Damp wipe and vacuum lofts.

MONTHLY

- A. Clean carpets and rugs where non-walking children play. Use cleaning methods approved by the local Child Care licensing.
- B. Damp wipe both sides of glass doors, view windows, partitions, bookcases, and any other glass or Plexiglas within 70 inches above the floor.

QUARTERLY

- A. Clean carpets and area rugs in other classrooms, multipurpose areas, with a carpet cleaning method approved by local Child Care licensing. Excluded are small throw rugs which are the responsibility of the Child Care center staff and can be cleaned in a washing machine.
- B. Clean by dusting, damp wiping, or vacuuming surfaces and objects approximately 70 inches or more above the floor. This includes but is not limited to the wall and ceiling area adjacent to ventilating and air conditioning outlets, tops of partition, wall fans, pictures, ceiling diffusers, file/bookcases, etc.

SEMI-ANNUALLY

- A. Upholstered furniture shall be deep cleaned using accepted commercial equivalent practices or manufacturer's recommendation.
- B. Free standing appliances (ranges, refrigerators, etc) shall be pulled out and areas behind the appliances, including floors, walls, and the back of the appliance, shall be cleaned and all debris removed. Return appliances back to their original position after cleaning is completed.

ANNUALLY

Wall Washing: (rooms, toilet areas, and kitchen). Clean with a cleaner- disinfectant all walls including surfaces and objects. This includes but is not limited to the wall and ceiling area adjacent to ventilating and air conditioning outlets, tops of partition, wall fans, pictures, ceiling diffusers, file/bookcases, etc.

Playground Equipment

All playground equipment surfaces, platforms, flooring, resilient flooring surfaces, and structures associated with the playground equipment shall be cleaned annually using a pressure washer or other industry standards for the surface that is being cleaned. Standards will be met when all surfaces are power cleaned, free of dirt, mold, gum, spillages, droppings and all other foreign substances. The Contractor shall contain water used in the cleaning to minimize the runoff into drains and sewers.

C.13.5 Quality Standards for Child Care

- A. **Entrance and Exit:** All entrance and exit areas (including fire exits) should be visibly clean and free of all trash, paper, and other discarded materials. There shall be no evidence of gum and other foreign substances and spillages. Entrance doors shall be clean of smudges, marks, and spots. Drinking fountains shall present a clean appearance with no build up and encrustation.
- B. **Room Cleaning:** The room shall be clean and when necessary the Contractor may be required to move furniture and furnishings. This shall be done with extreme care and furnishings shall be replaced to their original positions to make area ready for use.
- C. **Wall Fixtures:** Switches, sockets, or data points shall be clean and be free of blood, body substances, dust, dirt, debris, cello tape, and spillages.
- D. **Walls:** All wall surfaces (including skirting) shall be clean and free of blood, body substances, dust, dirt, debris, adhesive tape, and spillages. Walls shall be free of streaks and spots. There shall be no signs

- of overlapping. There shall be no smudge spots where cleaning of the upper and lower halves of the wall overlap. Walls shall be uniformly clean. Frames on doors, windows, moldings, etc shall be clean.
- E. **Ceiling:** All ceiling surfaces shall be clean and free of dust, dirt, and debris.
 - F. **Horizontal and Vertical Surfaces:** All horizontal surfaces shall be clean and free of dust, dirt, debris, and spillages.
 - G. **Dusting:** There shall be no dust, streaks, oils, spots, and smudges on surfaces.
 - H. **Built in Furniture and Lofts:** Damp wipe and vacuum surfaces to be clean and free of dust, dirt, and spillages.
 - I. **Bare Floors:** All floors shall be clean and free of dust, dirt, debris, and spillages (refer to manufacturer's specifications for maintenance). The cleaning of linoleum flooring shall follow industry standards.
 - J. **Carpet and Area Rugs:** All carpets and area rugs shall be clean and free of dust, dirt, debris, and spillages. The Contractor shall protect all carpeting and place protective non-absorbent pads or foil between the cleaned carpet and the furnishings. Any damage resulting from Contractor's lack of carpet protection shall be corrected by the Contractor.
 - K. **Mats:** All mats shall be clean and free of dust, dirt, debris, and spillages.
 - L. **Sinks and Mirrors:** All sinks and mirrors shall be clean and free of dust, dirt, debris, and smearing.
 - M. **Toilets and Toilet Closets:** All toilet areas shall be clean and sanitized, and be free of dust, dirt, debris, and spillages.
 - N. **Dispensers:** Dispensers shall be cleaned and adequately stocked.
 - O. **Receptacles:** Empty, clean, and sanitized sanitary napkin and waste receptacles. Sanitary napkin disposal containers shall be lined with new receptacle bags. Disposal of waste shall be treated the same as Blood Borne Pathogens as specified in 29 CFR §1910.1030.
 - P. **Doors:** All parts of the door structure, including handles, frames and jambs shall be clean and free of blood, body substances, dust, dirt, debris, adhesive tape, and spillages.
 - Q. **Glazing, Including Partitions:** All internal glazed surfaces shall be clean and sanitized and free of smears, grime, and tape substances.
 - R. **Trash Removal:** All trash shall be removed as scheduled and by the end of the day if not indicated. All trash (including trash in restrooms) shall be collected and removed to a location designated by the CO or their designee. Trash containers shall be emptied and kept clean and odor-free, and free of dirt, dust, debris, residue, and spilled material. Plastic liners for all trash, debris and recycling containers shall not be torn, worn, or contain residue. Please refer to the trash and recycling portion of these specifications.
 - S. **High Cleaning Surfaces Above 70 Inches:** Surfaces shall be cleaned and free of dust and cobwebs. This does not include the removal of vents, tiles, or fixtures to accomplish high cleaning. Where glass is present, both sides shall be clean and free of streaks (interior of building only).
 - T. **Outdoor and Playgrounds- External Areas** - The complete external areas including playground areas shall be clean and free of trash, paper, and other discarded materials. There shall be no evidence of gum and other foreign substances on the hard surfaces. Any hazardous conditions or items in need of repair should be identified and a written notice immediately given to the CO or their designee.
 - U. **Outdoor Equipment and Rubber and Hard (concrete and asphalt) Surfaces:** These surfaces shall be clean and free of gum, other foreign substances, spillages, and droppings. Pressure washing shall be used where appropriate. The Contractor shall ensure that run-off into drains and sewers is minimize. The cleaning of playgrounds with rubber and resilient surfaces shall follow industry standards.
 - V. **Window Treatments (blinds, shades, curtains):** Window treatments shall be clean and free of dust, dirt, debris, and spillages. All sides of blinds, cord tapes, and valances are to be clean and free of dust.
 - W. **Window Washing:** Windows shall be clean and free of dirt, grim, streaks, tape substances, and excessive moisture. Window sashes, sills, woodwork, and other surroundings of interior glass shall be

free of drippings and other watermarks. Windows that have window film shall be cleaned using the manufacturer's instructions for window washing.

X. **Furniture:** All furniture shall be free of dust, dirt, spillages, and spots.

C.14 Quality Control Plan (QCP)

The Contractor shall establish and implement a complete Quality Control Plan (QCP) to ensure the requirements of the contract are met. The QCP is a written document that specifies a system for determining whether or not cleaning service requirements are being met and identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable. The QCP also identifies opportunities where the Contractor can make improvements in how services are provided.

The QCP is a living document and may be subject to change depending on the needs of the contract. When the contract is revised, the Contractor is required to provide an updated QCP, maintenance schedule and listing of current employees to the CO or their designee for acceptance. See Section C.18 "Contractor Submittals/Deliverables Chart" to find the time frame to submit the QCP.

The QCP shall include the following, at a minimum:

- How the Contractor will control quality and quantity of supplies and services.
- Define the roles and responsibilities of the Contractor's operating personnel.
- How project management, inspections, plan implementation, process improvement changes, correction of deficiencies, and Section C.3 'Green Cleaning' of this contract will be accomplished.
- An inspection plan or checklist tailored to the specific building(s) being cleaned and serviced under this contract. The inspection plan or checklist shall detail how services at the work site shall be inspected to ensure that the outcome of the work meets all the quality standards set forth in the contract and shall include, but is not limited to:
 - Date of inspection performed
 - Location of inspection
 - Description of findings
 - Description of action(s) taken (if necessary)
 - Signature and date of completion
- A written training program to ensure that the Contractor's employees are capable of successfully accomplishing all work task(s) under this contract.
- A Strike Contingency Plan for separation of employees and employee absences.
- How Contractor shall monitor deficiencies of work output in relation to the performance standards, methods of informing employees of deficiencies in their area(s) of responsibility, and a process to ensure that the deficiencies are corrected and do not reoccur.
- How Contractor shall measure and document performance against the scope of work.
- Service calls and how they shall be monitored and responded to in a timely manner as required in Section C.7 'Service Calls' in the specification.
- A Communication Plan for the Contractor to communicate with GSA to receive and respond to service calls and customer complaints, as required in Section C.8 'Communication Plan' in the specification.

- Contractor incentives.
- How the Contractor will utilize the Government's approved tenant survey results to improve the delivery of custodial and related services.

C.15 Cleaning Schedules

The cleaning schedule is considered the Contractor's efficient approach to the work, and shall not limit the Contractor to specific levels of staffing, means or methods. Changes necessary for achieving the contract performance work statement requirements shall be the responsibility of the Contractor. Cleaning Schedules are to be submitted to the CO and their designee 30 days prior to the start of each option year. Revisions shall be submitted to the CO and their designee as needed by the contractor for approval by the CO and their designee

- Daily cleaning
- Periodic cleaning
- Weekly cleaning
- Monthly cleaning
- Other frequencies

C.16 Communication Requirements

- Tenant Meetings: The Contractor shall attend tenant meetings as required. The meetings will be on the agenda to communicate program specific information, improvements, or work that will impact the tenants.
- Quality Control Meetings: The Contractor shall attend a minimum of 1 meeting a month, which will be held between the Contractor and the CO or their designee. The purpose of these meetings will be to discuss the Contractor's performance, areas of deficiencies, areas of satisfaction, and tenant needs or concerns. The frequency of these meetings may be increased or decreased depending upon performance as determined by the CO or their designee.
- Partnering Meeting: The Contractor shall attend at least one partnering session with GSA after the Post-Award conference. Other sessions may take place during the course of the contract at the option of either GSA or the Contractor. The concept of "partnering" is working together towards a common interest or goal. Both parties will re-visit the idea of having a partnering session on the anniversary date of the contract. Each partnering session will be held at a mutually agreed upon time and location.
- Joint Service Inspections: The Contractor shall accommodate all requests by the Government to participate in the Contractor's inspection of work performed by Contractor personnel. Scheduling for these joint inspections shall be coordinated through the CO or their designee. This inspection shall be used with other measures of performance in discussions on Contractor performance during the Quality Control Meetings.
- Regional Communication Matrix:

The QCP shall be submitted by the Contractor to the CO or their designee for review and acceptance at the beginning of each option year. The Contractor is not authorized to start work until the QCP is accepted and the proper security clearances obtained. Refer to Section H of the solicitation, in regard to proper security clearance requirements.

C.17 Federal Requirements

The Contractor shall comply with all applicable governance documents, including, but not limited to Federal, State and local laws, regulations, and codes: including any supplements or revisions as specified in the table below. The Contractor is responsible for obtaining access to all referenced documents at their own expense. The Contractor shall obtain all applicable licenses, training, and permits. If a change in law and/or regulation requires the Contractor to implement an action that will result in an increase or decrease in contract price, the Contractor shall implement the required action and within 30 calendar days submit to the CO a price proposal for such change. If the CO determines an equitable adjustment is substantiated, a modification to the contract shall be issued.

<u>PUBLICATION</u>	<u>TITLE</u>	<u>PORTION</u>
EPACT 05	Title I Energy Efficiency Title IX Research and Development http://www1.eere.energy.gov/femp/regulations/epact2005.html	All Applicable Sections of these Titles
EISA 07	Title III Energy Savings Through Improved Standards for Appliances and Lighting. Title IV Energy Saving and Buildings Industry. Title V Energy Savings in Government and Public Institutions. Federal Energy Management Program: Energy Independence & Security Act	All Applicable Sections of these Titles
Executive Order 13423	Strengthening Federal Environmental, Energy, and Transportation Management and all implementing guidance documents. http://edocket.access.gpo.gov/2007/pdf/07-374.pdf	ALL
Executive Order 13514	Federal Leadership in Environmental, Energy, and Economic Performance http://edocket.access.gpo.gov/2009/pdf/E9-24518.pdf	ALL
FAR	Federal Acquisition Regulation	All Applicable Sections and Clauses
GSAR	General Services Acquisition Regulation https://www.acquisition.gov/far/current/html/52_22	General Services Acquisition Regulation Clauses 1 and 2

FAR Clause 52.223-2	3 226.html	
PBS P 3490.2	Document Security for Sensitive But Unclassified Building Information https://insite.gsa.gov/portal/content/657310	ALL
29 CFR §1910	OSHA General Industry Standards (http://www.access.gpo.gov/nara/cfr/waisidx_06/29cfr1910a_06.html),	ALL
40 CFR	Protection of the Environment http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=cb067c6143d1efa48ac4d1222120a7b6&c=ecfr&tpl=/ecfrbrowse/Title40/40tab_02.tpl	All Applicable Sections of Chapter 1
41 CFR § 102-74, Subpart C. - FMR	Facility Management http://www.access.gpo.gov/nara/cfr/waisidx_06/41cfr102-74_06.html	ALL
ANSI-IWCA.I-14.1	http://webstore.ansi.org/FindStandards.aspx?SearchString=ansi&SearchOption=1&PageNum=0&source=google&adgroup=ansi&keyword=ANSI%2F&qclid=CJnM65r-rqQCFUNM5QodRnhXyw	ALL
ANSI/ASEE A-1264.2-2006	www.ANSI.org	ALL
ANSI Z245.1	Mobile Refuse Collection and Compactor Equipment Safety Requirements http://webstore.ansi.org/ansidocstore/product.asp?sku=ANSI+Z245.1-2007	ALL
ASTME 1971-05	http://www.astm.org/Standards/E1971.htm	ALL
GSA Green Purchase Plan	https://insite.gsa.gov/portal/content/611534	ALL
Guiding Principles for Sustainable Existing Buildings	http://www.wbdg.org/references/fhpsb_existin g.php	Section 3-5
Bio-based Products Certification and Purchase Clauses	http://www.biopreferred.gov/BioPreferred/faces/pages/DocumentBrowser.xhtml	ALL
Comprehensive Procurement Guidelines (CPG)	http://www.epa.gov/cpg/about.htm	ALL
Green Seal Certification	http://www.greenseal.org/	ALL
Safer Choice	http://www2.epa.gov/saferchoice	ALL
Green Products Compilation Database	http://sftool.gov/GreenProcurement/.	ALL
Property Managers Child Care Desk Guide	http://gsa.gov/portal/content/103654	ALL

PBS Key Sustainable Products Initiative	PBS Order 1096.1, Dec 18, 2014 See the CO or designee for copy of document	ALL Applicable Sections
LEED- EB credits	https://www.usgbc.org/ShowFile.aspx?DocumentID=3617	ALL
Presidential Memorandum, June 20, 2014 entitled: "Creating a Federal Strategy to Promote the Health of Honey Bees and Other Pollinators."	http://www.whitehouse.gov/the-press-office/2014/06/20/presidential-memorandum-creating-federal-strategy-promote-health-honey-b	ALL
PBS P 5800.36A	GSA Property Management Business Practice Handbook http://insite.gsa.gov/portal/content/522198	ALL
GSA IT Policies	GSA Directives	ALL

With the exception of the mandatory products specified in Section C.4.1, 'Key Sustainable Products (KSPs) Standards' the Contractor shall give preference to environmentally sustainable supplies and products. For the purpose of this specification, environmentally sustainable shall include, but not be limited to:

- EPA's Environmentally Preferable Purchasing List.
- Recycle content composition as specified in Section J or the Comprehensive Procurement Guideline (CPG) items and their associated Recovered Materials Advisory Notices (RMANS), whichever has the greater recycled content.
- Concentrated and ready-to-use cleaning chemicals (spray bottles must be labeled with the contents) that use ecologically sound packaging and are phosphate-free, non-corrosive, non-combustible, non-poisonous, non-reactive, and non-aerosol; contain no carcinogens, mutagens or teratogens; contain no ozone-depleting substances; and are bio-based and fully biodegradable. Such products shall have lower toxicity, and reduced potential for skin, eye, and, respiratory irritation than comparable products used for the same purpose and shall contain no unnecessary dyes or fragrances.
- 3rd party certification such as 'Green Seal' Certified and/or 'Safer Choice'.
- United States Department of Agriculture (USDA) bio-based designation.
- Floor finishes and floor maintenance products that are free of metals, such as zinc, arsenic, lead, cadmium, cobalt, chromium, mercury, nickel, or selenium.

The Contractor shall furnish to the CO or their designee all Safety Data Sheets (SDS); see Section C.18 'Contractor Submittals/Deliverables Chart,' for any materials used in the performance of this contract. All new products used during the life of the contract must have SDS provided to the CO or their designee prior to bringing and/or using these products on site. The Contractor shall use only commercially available

products that meet Federal, State, and local codes. These requirements shall include those identified in Executive Order 13423.

The Contractor shall maintain the SDS in a location accessible to all employees (in accordance with 29 CFR §1910.1200) and shall advise the CO or their designee of its location. The SDS shall be available for inspection by the CO or their designee on request. The Contractor shall take every precaution to ensure that environmentally sustainable products are used. Information can be obtained from Federal, State, and local agencies concerning safe chemical cleaning materials. An inventory list of products to be used under this contract shall be provided to the CO or their designee. This list shall be updated, with a copy provided to the CO or their designee, throughout the term of the contract. The CO or their designee shall contact the Contractor immediately if any item is deemed inappropriate for use under this contract. And shall be provided to the CO or their designee at the start of each option year (at minimum) and/or as products are rotated in/out of use.

C.18 Contractor Submittals/Deliverables Chart

PRIOR TO THE START OF WORK OF THE CONTRACT AND EACH OPTION YEAR.

ITEM	SUBMIT DATE	RECEIVED	
		YES	NO
Section C			
Green Cleaning Plan - List of Appropriate KSP's Used on Contract - List of Environmentally Sustainable Products and Equipment	30 days		
Cleaning Schedules -Floor Maintenance -Window (interior) Cleaning (upon request) -Blind Dusting -Work Plan	30 days		
Child Care Health Certification	30 days		
Initial Deficiency List (IDL) for Irrigation System	30 days		
Quality Control Plan	30 days		
Safety Data Sheets (SDS) with Inventory List of Products	30 days		
Hazardous Materials Inventory	30 days		
Inventory List of Products (non-hazardous)	30 days		
Communication Plan	30 days		
Section H			
List of on-site Supervisors/ Representative with Phone No.'s	5 days		
Strike Contingency Plan	5 days		

Security Clearances/Forms	15 days		
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AFTER THE START OF WORK AND EACH OPTION YEAR

ITEM	SUBMIT DATE	RECEIVED	
		YES	NO
Section C			
Window Washing Safety Plan	10 days		
Snow and Ice Removal Plan with List of Chemical Products	10 days		
Tree Survey/Remediation Plan-Price List	30 days then Annually		
Above Standard Services-Price List	30 days		
Soil Sample	10 days		
Erosion and Sediment Control Plan (if required)	30 days		
Solid Waste/Trash Audit Report	60 days after Notice of Award Letter		
Solid Waste/Trash Monthly Report	Monthly and As Requested		
Recycling Monthly Report	Monthly and As Requested		
Green Purchase Reports -Bio-based as Required by FAR 52.223-2 via www.sam.gov -KSP Proof of Compliance	Annually by 31 October Annually by 31 October		
Integrated Pest Management Plan	30 days after Assessment		
Initial Pest Assessment	30 days		
Pesticide Control Plan	30 days after Assessment or as required by the CO		
Periodic IPM Inspection	Quarterly & as required by CO		
Section H			
Written Notice of Designation of Contractor's Representative	5 days		
Contractor Pandemic Plan	30 days		
Green Cleaning Training	5 days after completion of training		
Request for Sensitive But Unclassified (SBU) information (Section H.10.8)	As required by the CO		
Asbestos Training Certification	5 days after completion of training or as required by CO		
Exposure Control Program	30 days		
Asbestos Awareness Certification	5 days after completion training		

D. PACKAGING AND MARKING

SECTION D PACKAGING AND MARKING

1. Payment of postage & fees

All postage and fees incurred to submit information including but not limited to, forms, reports, etc. to the Contracting Officer or Contracting Officer's Representative, shall be the contractor's responsibility.

2. Marking

All information submitted to the Contracting Officer or Contracting Officer's Representative shall clearly indicate the solicitation number (GS-02P-16-PV-SL30). All invoices and correspondence submitted to the GSA Finance office shall clearly indicate the ADN number (The ADN Number will be determined at the time of contract award).

E. INSPECTION AND ACCEPTANCE

E.1 THE ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITY FOR CONTRACT ADMINISTRATION

a. Contracting Officer

The Contracting Officer (CO) has the overall responsibility for the administration of the contract. The Contracting Officer, alone, without delegation, is authorized to: take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules; make final decisions on disputed deductions from the contract payments for nonperformance or unsatisfactory performance; terminate the contract for convenience or default; and issue final decisions regarding contract questions or matters under dispute. However, the Contracting Officer may delegate certain other responsibilities to his/her authorized representative(s).

b. Contracting Officer's Representative

The Contracting Officer's Representative (COR) assists the CO in the administration of the contract and supports him/her in the discharge of his/her responsibilities when he/she is unable to be directly in touch with the contract work.

The responsibilities of the COR include, but are not limited to: determining the adequacy of performance by the contractor in accordance with the terms and conditions of this contract; acting as the Government's representative in charge of work at the site; ensuring compliance with contract requirements insofar as the work is concerned; advising the contractor of proposed deductions for nonperformance or unsatisfactory performance; and advising the CO of any factors which may cause delay in performance of the work.

THIS DELEGATION DOES NOT AUTHORIZE THE MODIFICATION OF ANY OF THE CONTRACT PROVISIONS, TERMS, OR CONDITIONS. ALL AUTHORITIES NOT DELEGATED ARE RESERVED TO THE CONTRACTING OFFICER. THE CONTRACTOR SHALL MAKE AVAILABLE SUCH RECORDS, REPORTS, AND FACILITIES AS MAY BE REQUIRED TO CARRY OUT THE COR'S ASSIGNMENT.

The following individuals are designated as Contracting Officer's Representatives (COR) for this contract:

[TO BE DESIGNATED BY SEPARATE LETTER AFTER TASK ORDER AWARD]

c. Contracting Officer's Technical Representative

The Contracting Officer's Technical Representative (COTR) is a subordinate of the Contracting Officer's Representative and is responsible for the day-to-day inspection and monitoring of the contractor's work. The responsibilities of the COTR include, but are not limited to: inspecting the work to ensure compliance with the contract requirements; documenting through written inspection reports the results of all inspections conducted; following through to assure that all defects or omissions are corrected in a timely fashion;

recommending deductions from contract payment for nonperformance or unsatisfactory performance, conferring with representatives of the contractor regarding any problems encountered in the performance of the work; and generally assisting the COR in carrying out his/her responsibilities.

The following individuals are designated as Contracting Officer's Technical Representatives (COTR) for this contract:

[TO BE DESIGNATED BY SEPARATE LETTER AFTER TASK ORDER AWARD]

E.2 CONTRACTOR'S RESPONSIBILITY

- A. The contractor is responsible for the day-to-day inspection and monitoring of all work performed to ensure compliance with the contract requirements. The results of inspections conducted shall be documented in inspection report format and made available to the Government upon request. The contractor shall be responsible to follow up on all deficiencies in the inspection reports. All inspection reports to the Government shall warrant the results as presented, that it shall be true and accurate.
- B. The contractor's work shall conform to all laws, regulations, and ordinances applicable to the performance of this contract. The contractor shall, without additional expense to the Government, obtain all licenses and permits required in the performance of contract work.
- C. In the performance of the contract, the contractor shall comply with all Federal, State, Local, and industry safety and health standards and regulations. Where there is a conflict in a requirement, the most stringent will apply.
- D. Quality Control Plan (QCP): The contractor shall establish and implement a complete Quality Control Plan (QCP) to assure the requirements of the Contract are met. The QCP is a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable.

The purpose of the QCP is for the Contractor's management team to inspect (on a regular basis) the work of their own employees, as well as their subcontractors, and to identify and correct any deficiencies (unsatisfactory work, work not accomplished) before Government inspectors point out these deficiencies.

The QCP is a living document and may be subject to change depending on the needs of the contract. When the QCP is revised, the Contractor is required to provide an updated QCP, maintenance schedule and listing of current employees to the CO and COR for acceptance.

E.3. FAR 52.246-4 Inspection of Services-Fixed Price (AUG 1996)

(a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the Government may—

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may—

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

(End of clause)

E.4. Unsatisfactory performance/non-performance:

If any of the services provided by the contractor do not conform to the contract requirements, due to either unsatisfactory performance or non-performance, the Government will advise the contractor of the deficiencies in work and, whenever possible, will give the contractor a second opportunity to perform the work. If, after this second opportunity is given, the deficiencies are still not corrected within a reasonable amount of time, the Government will take a deduction from the monthly payment, in accordance with the 'Deduction' clauses in Section G of the contract.

If the deficiencies cannot be corrected by re-performance, the Government will take an immediate deduction from the monthly payment, in accordance with the 'Deduction' clauses in Section G of the contract. (See paragraph below regarding re-inspection costs.)

E.5 RE-INSPECTION OF SERVICES:

"Re-inspection costs" are costs incurred by the Government directly related to the re-inspection of services due to the contractor's unsatisfactory performance or nonperformance of contract requirements.

If any of the services provided by the contractor do not conform to the contract requirements, the Government may require the contractor to re-perform those services. If this occurs, the Government will notify the contractor of the deficiencies and the revised completion date and a re-inspection will be performed by the Government. The initial inspection of services is necessary to assess contract performance. The first re-inspection of services will be performed at no additional cost to the contractor. However, if a second (or any subsequent) re-inspection of services is necessary due to the contractor's unsatisfactory performance or nonperformance of contract requirements, the costs incurred by the Government directly related to the re-inspection of services will be charged to the contractor. Re-inspection costs typically include travel and labor (overtime paid or the cost of diverting labor from normal duties). A minimum charge of 1 hour will be assessed for the second and subsequent re-inspections required by the Government.

If re-inspection of services, by GSA is necessary, because the contractor fails to perform required custodial and related services satisfactorily, or otherwise provide services that are not acceptable to the GSA re-inspection fee will be assessed.

E6. Occupant Complaint Program:

The Government will institute an Occupant Complaint Program to gauge tenant satisfaction with the custodial and related services performed by the contractor. Federal tenants will be considered agents of the Contracting Officer with regards to monitoring the work and reporting on the quality of the contractor's performance. The Occupant Complaint Program will consist of several components:

1. Service Call Log. The Government will use the contractor's Service Call Log (see Section C, paragraph C.7, 'Service Calls'), to contact building tenants to determine how well and how quickly the contractor responded to their requests.
2. Occupant Complaint Log. The Government may establish a separate log to record any tenant complaints related to the contractor's performance.
3. Formal surveys. Generally each year, the Government will conduct a formal survey to ascertain the building tenants' level of satisfaction with the janitorial and other building services. The Government will share the results of tenant surveys with the contractor.
4. Informal surveys. GSA staff will make periodic walk-troughs of the building to speak with tenant-agency personnel on an informal basis about the quality of the contractor's performance.

The Government will share such tenant feedback with the contractor. Tenant comments will be considered in evaluating the contractor's performance, in taking deductions (if necessary), and in determining whether or not to renew the contract.

(See also Section J, Exhibits 2 through 4, concerning quality assurance.)

E.7 FAILURE TO PERFORM

In the event work is performed unsatisfactorily, the contractor may be requested to correct the deficiencies. If the work remains deficient, the COR may have the work accomplished by other means and deduct the cost, including administrative costs thereof, from the monthly payment.

E.8 RECORDS

- A. The contractor's representative shall report to the Building Manager or his/her designated representative, prior to performing any work specified in this contract. The contractor shall provide, and keep current, a suitable chart, on which entries shall be made to indicate the status of all custodial and related service performed, and the time in man-hours.
- B. THE CONTRACTOR SHALL ALSO SUBMIT WRITTEN MONTHLY REPORTS TO THE BUILDING MANAGER, INDICATING ALL WORK PERFORMED. THE REPORTS SHALL CATALOG THE WORK AS CUSTODIAL AND RELATED SERVICES, OR SERVICE CALL-BACKS, AND SHALL INDICATE THE MAN-HOURS AND MATERIALS EXPENDED.

F. DELIVERIES OR PERFORMANCE

F.1. Place of performance. The services to be provided under this contract shall be accomplished at the following building:

Courthouses:

- 1) Thurgood Marshall Courthouse, 40 Foley Square, NY, NY 10007
- 2) Daniel Patrick Moynihan Courthouse, 500 Pearl Street, NY, NY 10007
- 3) United States Court of International Trade, 1 Federal Plaza, NY, NY 10278

Federal Buildings:

- 4) US Mission to the United Nations, 799 United Nations Plaza, NY, NY 10017
- 5) Ted Weiss Federal Building, 290 Broadway, NY, NY 10007
- 6) Silvio Mollo Federal Building, 1 Saint Andrew's Plaza, NY, NY 10007
- 7) Federal Office Building, 201 Varick Street, NY, NY 10014
- 8) Jacob K. Javits, 26 Federal Plaza, NY, NY 10278

Garage:

- 9) Howard Street Garage, 203-209 Centre Street, NY, NY 10013

F.2. Term of contract

A. After award, the Government will issue a written Notice to Proceed to the successful offeror, who shall provide contractual services for a twelve-month period, subject to the availability of funds, and commencing on the date specified in the Notice to Proceed. Work under this contract is expected to begin on or about October 1, 2016. The contract may be extended for up to an additional six (6) months pending award of a new (succeeding) follow-on contract (see FAR 52.217-8 below). It is the intent of the Government to provide for at least 30 calendar days preparation time before the commencement of work.

F.3. FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years 6 months (66 months).

F.4. FAR 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days.

(End of clause)

F.5. FAR 52.242-15 Stop-Work Order (Aug 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

F.6. Normal working hours:

The performance of the cleaning at building(s) shall take place between the hours of **(See Building Information Sheets in exhibits for details)**: Monday through Friday, excluding Federal holidays. Other than normal working hours are considered to be all other times. The hours shall not be changed unless authorized by the CO or their designee.

F.7. Interference with business:

A. The Government's representative, under whose direction the work will be performed, shall be consulted as to the manner of starting the work, so as to cause a minimum of interference.

B. The work shall be carried out in such a manner that there will be no interruptions to, or interference with, the proper execution of Government business.

C. All persons employed under this contract shall, while on the premises, comply with all building regulations.

D. The Contracting Officer may require the contractor to exclude from work such employees as the Contracting Officer deems to be incompetent, careless, insubordinate, unsuitable, or otherwise objectionable, or whose continued employment is deemed to be contrary to the public interest or inconsistent with the best interests of national security.

E. The Contracting Officer may, at his/her discretion, require the contractor, and any of its employees, to submit such personal data as necessary for security clearance, to be accomplished and approved by an agency of the United States Government.

F.8. Excusable Delay:

This contract may not be cancelled if nonperformance is caused by an occurrence beyond the reasonable control of the contractor and without its fault or negligence such as: acts of the public enemy, acts of the Government in either is sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, and delays of common carriers. The contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

F.9. Additional performance requirements:

A. In the performance of the contract, the contractor shall comply with all applicable Federal, State, local, and industry safety and health standards and regulations. Where there is a conflict in a requirement, the more stringent one will apply.

B. The contractor's work shall conform to all laws, regulations, and ordinances applicable to the performance of this contract. The contractor shall, without additional expense to the Government, obtain all licenses and permits required in the performance of contract work.

C. The contractor shall submit security clearance forms, for both contractor and subcontractor personnel, in accordance with the requirements delineated in Section H.

F.10. Patents:

The contractor shall hold and save the Government, its officers, agents, servants, and employees, harmless from liability of any nature or kind, including costs and expenses for, or on account of, any patented or unpatented invention, article, or appliance manufactured or used in the performance of this contract, including its use by the Government. (See FAR 52.227-1 and 52.227-3)

F.11. Subcontracting:

A. The Government reserves the right to approve or disapprove any subcontract and any subcontractor selected. Within ten (10) calendar days following the contract award, and annually thereafter, the contractor shall furnish the Contracting Officer with the names of all subcontractors, including the nature of the work they will perform. The contractor shall incorporate all "flow-down" clauses mandated by the Federal Acquisition Regulation and GSA Acquisition Regulation, into its subcontract agreements.

B. The contractor shall indicate the name and address of its trash removal and recycling subcontractors, by separate letter - each year. The Government will formally notify the contractor whether or not these firms are approved, on an annual basis.

F.12. Evaluation of contractor performance:

A. The General Services Administration, Public Buildings Service, uses the Vendor Past Performance (VPP) module as the secure, confidential information management tool to facilitate the performance evaluation process, as required by Federal Acquisition Regulation Subpart 42.15. VPP enables a comprehensive evaluation by capturing comments from both GSA and the contractor. The contractor shall participate in the performance evaluation process.

B. The contractor will receive an email that contains a link to an external server that will enable the contractor to review its evaluation and submit additional information, comments, or a rebutting statement. Within 5 days after notification of award, the contractor shall provide the company point of contact (including name and e-mail address) to be used in the performance evaluation process.

C. Interim performance evaluations will be prepared annually. A final evaluation will be prepared at the time the contract is completed.

D. The contractor will have 30 days to review and submit comments to the evaluation. The Contracting Director (or equivalent) will review and consider any disagreement between the Contracting Officer and the contractor regarding GSA's evaluation of the contractor. Based on the review, the Contracting Director will issue a final decision on the performance evaluation.

E. Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used by Federal agencies to support future award decisions.

G. CONTRACT ADMINISTRATION DATA

G.1. SUBMISSION OF INVOICES:

- A. Submit invoices for basic services at the end of the monthly service period. Submit invoices for additional services as stipulated on the GSA Form 300 (generally at the completion of work).
- B. One copy of the invoice shall be submitted to the Contracting Officer's Representative (to be designated after award). The invoice shall include all the information listed in FAR 52.212-4(g), Invoice.
- C. Invoices may be submitted electronically via the GSA Finance website at www.finance.gsa.gov. This is the preferred method and is the fastest way to ensure GSA receives your invoice. If submitting invoices electronically is not feasible, submit invoices to the following address below:

► Original: General Services Administration
Greater Southwest Finance Center (7BCP)
P.O. Box 17181
Forth Worth, TX 76102-0181

► Copy: General Services Administration
One World Trade Center
55th Floor, Room 5509
New York, NY 10007

- D. Include on the invoice the ADN number and the service period.

G.2. PAYMENT:

- A. Payment for basic services will be made with the applicable payment clauses on a calendar-month basis, in arrears, upon submission of an invoice. Payment will be due on the 30th calendar day (except for the final monthly payment) after receipt of a proper invoice or date of acceptance of services, whichever is later. GSA will have the right to withhold full or partial payments or to take deductions for nonperformance or unsatisfactory performance.
- B. Payment for additional services ordered by GSA Form 300 will be due on the 30th calendar day after receipt of a proper invoice or date of acceptance of services, whichever is later.

Note: For the sole purpose of computing an interest penalty that might be due to the Contractor, Government "acceptance" is deemed to occur constructively on the 7th calendar day after the end of the service period (e.g., April 7 for services performed in March). However, the interest penalty

may be waived if payment delays occur due to disagreement between the Government and Contractor over the payment amount or over Contractor compliance with a contract provision or requirement.

- C. Orders under \$2,500 may be purchased via credit card rather than GSA Form 300. The Contractor shall be capable of accepting credit card orders. The Contractor shall not run a credit card transaction until the services has been performed, and the Government has notified the Contractor that it accepts the services. If the Government does not accept the services because they are deficient, the Contractor shall not process the credit card transaction.
- D. In the event the contract begins or ends during the month, payments will be prorated based on the number of calendar days in the respective month.
- E. Inquiries regarding payment may be made to the following:

General Services Administration
Greater Southwest Finance Center (7BCP)
Customer Service Group
Telephone: (817) 978-2408
E-mail address: FW-PaymentSearch.Finance@gsa.gov

- F. Overpayments: If the contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice amount, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

G.3. PAYMENT FOR ADDITIONAL SERVICES:

Each invoice for additional contract services shall be submitted to the address identified in the GSA Form 300 or other purchase document used to order the service and shall reference the contract number, name of building where such services were provided, the dates and the number of productive and supervisory hours worked including the hourly rates for each (if applicable), and unit prices (if applicable). Also indicate the name of the GSA representative who authorized the additional work, and the date the order was placed. The contractor shall have the capability of accepting credit card payments up to \$2,500.00.

G.4. GSAM 552.232-72 Final Payment under Building Services Contracts: (MAR 2012)

Before final payment is made, the Contractor shall complete and furnish the Contracting Officer with GSA Form 1142, Release of Claims, releasing all claims against the Government relating to this contract, other than claims in stated amounts that are specifically excepted by the Contractor from the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 15), a release may also be required of the assignee.

(End of clause)

To ensure that all necessary adjustments for nonperformance or unsatisfactory performance have been made, the Government will make the final monthly payment within forty-five (45) calendar days after (1) date of receipt of a proper invoice, (2) date of receipt of a proper Release of Claims, or (3) date of acceptance of services, whichever is later. NOTE: In no event will the Government authorize final payment until the Contractor has returned and/or accounted for all Government-issued ID badges.

If failure by the contractor to correct a deficiency results in additional inspection expenses to the Government, costs for re-inspection of services may be charged to the contractor, in accordance with Section E titled "Re-inspection of Services."

G.5. SUSPENSION OF WORK:

In the event services are not provided or required by the Government because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of the Congress to appropriate funds, etc., adjustments or deductions will be computed as follows:

- A. The deduction rate in dollars per day will be equal to the total per month contract price for the building, divided by the number of days per month the building is in normal operation.
- B. The deduction rate in dollars per day will be multiplied by the number of days services were not provided or required to equal the total dollar deduction to be made.

In the event services are provided for portions of days, appropriate adjustments will be made by the Contracting Officer to assure the contractor is compensated for services provided.

NOTE: Deductions will not be assessed for those days in which services are not required by the Government because the building is closed due to unanticipated holidays, declared by the President, PROVIDED, that payment by the contractor to its employees for such holidays is required in accordance with the wage determination applicable to this contract.

G.6. SUBMISSION OF WORK SCHEDULES AND REPORTING DOCUMENTS

If the contractor fails to prepare and timely submit acceptable work schedules and reporting documents as required by this contract to the Contracting Officer or his/her designated representative, the Government may withhold the full monthly payment(s) until such time as acceptable items are furnished.

G.7. INTEREST ON OVERDUE PAYMENTS

The Prompt Payment Act is applicable to payment to contractors on overdue payments and improperly taken discounts.

Determinations of interest due will be in accordance with the provisions of the Prompt Payment Act and the Office of Management and Budget Circular A-125.

G.8. Deductions for non-performance or unsatisfactory performance:

(See "Inspection" clauses in Section E of the contract)

A. Contract Deduction Table:

It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of the specifications and quality requirements of the contract. This is a performance-based contract. As such, the contractor is charged with attaining the quality requirements stated in the contract -- the end results of the contractor's efforts. With certain exceptions, the contractor determines the means and methods necessary to achieve these quality requirements.

If the Government determines, based on an inspection, that certain quality requirements are not met, the Government will (whenever possible) give the contractor another opportunity to perform the required services. If the contractor still fails (after a reasonable amount of time) to achieve the quality requirements, the Government will take deductions, as follows. This will be in addition to any re-inspection costs that are chargeable to the contractor (see 'Re-inspection of Services' in Section E).

Note: Deductions will be taken equally for non-performance or unsatisfactory performance.

(See "Contract Deduction Table" on the following pages)

Contract Deduction Table
(Cost per 1,000 square feet)

JOB	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	(2016-17)	(2017-18)	(2018-19)	(2019-20)	(2020-21)
ROOM CLEANING (includes general office space, classrooms, conference rooms, and library space, bare floor or carpeting)					
Daily cleaning	\$ 12.18	\$ 12.54	\$ 12.92	\$ 13.31	\$ 13.71
Complete cleaning	\$ 36.06	\$ 37.14	\$ 38.26	\$ 39.41	\$ 40.59
ADP (Raised floor area)	\$ 12.18	\$ 12.54	\$ 12.92	\$ 13.31	\$ 13.71
Active file areas	\$ 3.24	\$ 3.33	\$ 3.43	\$ 3.53	\$ 3.64
Storage areas	\$ 3.51	\$ 3.62	\$ 3.73	\$ 3.84	\$ 3.96
Mail room	\$ 12.18	\$ 12.54	\$ 12.92	\$ 13.31	\$ 13.71
Cafeteria (Lunch room)	\$ 12.18	\$ 12.54	\$ 12.92	\$ 13.31	\$ 13.71
Court and jury rooms	\$ 19.75	\$ 20.35	\$ 20.96	\$ 21.59	\$ 22.24
Judge's chambers	\$ 19.75	\$ 20.35	\$ 20.96	\$ 21.59	\$ 22.24
Postal workroom	\$ 17.70	\$ 18.23	\$ 18.77	\$ 19.33	\$ 19.91
FLOOR MAINTENANCE					
Spray buff corridors	\$ 14.13	\$ 14.56	\$ 14.99	\$ 15.44	\$ 15.90
Spray buff rooms	\$ 32.76	\$ 33.74	\$ 34.76	\$ 35.80	\$ 36.87
Spray buff ADP rooms	\$ 32.76	\$ 33.74	\$ 34.76	\$ 35.80	\$ 36.87
Spray buff health unit, cafeteria, court and jury rooms, judge's chambers	\$ 32.76	\$ 33.74	\$ 34.76	\$ 35.80	\$ 36.87
Strip and refinish lobbies and corridors	\$ 208.04	\$ 214.28	\$ 220.71	\$ 227.33	\$ 234.15
Strip and refinish rooms	\$ 235.77	\$ 242.85	\$ 250.13	\$ 257.63	\$ 265.36
LOBBY, ENTRANCES, AND CORRIDORS (includes drinking fountains, guard desks, and telephone areas)					
Lobby, entrance, and corridor cleaning	\$ 2.95	\$ 3.04	\$ 3.13	\$ 3.22	\$ 3.32
Lobby, entrance, and corridor servicing	\$ 2.98	\$ 3.07	\$ 3.16	\$ 3.25	\$ 3.35
Lobby, entrance, and corridor servicing sweeping	\$ 2.12	\$ 2.19	\$ 2.25	\$ 2.32	\$ 2.39
Lobby, entrance, and corridor servicing vacuuming and spot cleaning	\$ 8.83	\$ 9.09	\$ 9.36	\$ 9.64	\$ 9.93

MISCELLANEOUS					
High cleaning	\$ 49.76	\$ 51.25	\$ 52.79	\$ 54.37	\$ 56.00
Insect and rodent control	\$ 22.10	\$ 22.76	\$ 23.44	\$ 24.14	\$ 24.86
Garage scrubbing	\$ 14.13	\$ 14.56	\$ 14.99	\$ 15.44	\$ 15.90
Garage policing	\$ 1.19	\$ 1.22	\$ 1.26	\$ 1.30	\$ 1.34
Garage sweeping, machine	\$ 3.51	\$ 3.62	\$ 3.73	\$ 3.84	\$ 3.96
Garage sweeping, manual	\$ 7.07	\$ 7.28	\$ 7.50	\$ 7.73	\$ 7.96
Loading dock sweeping	\$ 7.07	\$ 7.28	\$ 7.50	\$ 7.73	\$ 7.96
Carpet spot cleaning	\$ 0.45	\$ 0.46	\$ 0.47	\$ 0.48	\$.49
OUTSIDE WORK					
Lawn maintenance	\$ 3.83	\$ 3.94	\$ 4.06	\$ 4.18	\$ 4.31
Manual sweeping	\$ 7.07	\$ 7.28	\$ 7.50	\$ 7.73	\$ 7.96
Machine sweeping	\$ 3.83	\$ 3.94	\$ 4.06	\$ 4.18	\$ 4.31
Policing	\$ 1.19	\$ 1.22	\$ 1.26	\$ 1.30	\$ 1.34
TOILETS (per fixture) (includes water closets, urinals, washbasins, and shower stalls)					
Cleaning or servicing	\$ 4.15	\$ 4.27	\$ 4.40	\$ 4.53	\$ 4.67
ELEVATORS (per elevator)					
Cleaning	\$ 14.13	\$ 14.56	\$ 14.99	\$ 5.44	\$ 5.60
STAIRWAYS and ESCALATORS (per flight)					
Sweep and dust stairways	\$ 5.91	\$ 6.09	\$ 6.27	\$ 6.46	\$ 6.65
Mop stairways	\$ 16.10	\$ 16.59	\$ 17.09	\$ 17.60	\$ 18.13
Clean escalators	\$ 16.10	\$ 16.59	\$ 17.09	\$ 17.60	\$ 18.13
VENETIAN BLINDS (per blind)					
Washing	\$ 21.05	\$ 21.68	\$ 22.33	\$ 22.10	\$ 22.76
OTHER WORK					
All other omitted or unsatisfactory work that is normally performed by the contractor's own employees will be deducted for at the contract rates for Direct Labor (straight time) or Direct Labor (overtime), as applicable, multiplied by the estimated number of man-hours, as determined by the COR based on industry standards. All other work that is normally performed by subcontractors will be deducted for based either on actual costs (including administrative costs) incurred by the Government to perform the work by other means <u>or</u> on the COR's estimate of the cost to perform the omitted or unsatisfactory work.					

G.9. Deductions for unoccupied space (applies to buildings with multiple tenants):

Each month, the Government and contractor will make a joint walk-through of the building in order to determine the amount of vacant space that may be present. Where such space is not in need of cleaning, the Government will take a deduction from the monthly payment (using the formula specified below).

A. General office space:

1. The total number of square feet unoccupied will be divided by 3,000 to reflect the approximate number of hours in which the cleaning effort will be reduced. (Three thousand represents the approximate number of square feet a person can clean in one (1) hour.)

2. The total hours calculated above will be multiplied by the contract hourly rate for 'Direct Labor (Straight Time)'. This will determine the deduction rate per day.

3. The deduction rate per day calculated above will be multiplied by the number of workdays during the month that the space is unoccupied. This will determine the total dollar deduction to be taken for the month.

B. In the event an entire floor, wing, or other area not specifically addressed becomes unoccupied, a deduction amount will be negotiated between the parties.

C. If any space will remain unoccupied for an extended period of time, as determined by the COR, a new monthly price will be negotiated between the parties to reflect the reduced amount of space to be cleaned.

G.10. Deductions for temporary building closure ("suspension of work"):

A. In the event services are not provided or required by the Government because the building(s) is closed due to inclement weather, unanticipated holidays declared by the President, failure of the Congress to appropriate funds, or for other reasons, adjustments or deductions will be made, and computed as follows:

1. The deduction rate per day will equal the total monthly contract price for the building(s), divided by the number of workdays in that month.

2. The deduction rate per day will be multiplied by the number of workdays services were not provided or required, to equal the total dollar deduction to be made.

B. In the event services are provided for portions of days, appropriate adjustments will be made by the Contracting Officer to assure the contractor is compensated for services provided.

G.11. Withholding monies for failure to comply with submittal requirements:

If the contractor fails to submit required documents to the Contracting Officer or Contracting Officer's Representative within the timeframes established in the contract (see Section C, paragraph C.16, Submittals Chart), the Government may withhold the full monthly payment amount until such time that required submittals are provided.

H. SPECIAL CONTRACT REQUIREMENTS

H.1 Contractor Responsibilities

H.1.0 Supervisors

A supervisor shall be available at all times when the contract work is in progress to receive notices, reports, or requests from the CO or their designee. The Contractor shall furnish the CO or their designee with a list of telephone numbers where an authorized representative may be contacted seven (7) days per week at any hour of the day or night to provide required services.

H.1.1 Communication

The Contractor is responsible for complying with the agreed upon Communication Plan required in Section C.8 of the specification. The Contractor shall provide key operational personnel (managers or supervisors) with portable electronic means to communicate with GSA (and PBS National Contact Center) for service calls, emergencies, status updates of projects, etc. It is the Contractor's responsibility to ensure that any communication devices provided work effectively in the building. Electronic receiving and transmitting methods may include the following:

- A text-messaging device used to send and receive messages. The Contractor is responsible for all costs associated with the electronic messaging device. Some examples are two-way pager (Nextel), cell phone with text messaging, iPhones, BlackBerry, etc.
- The use of Fax receiving and sending equipment is acceptable only as secondary communication method for locations that have problems with no or poor quality wireless device signal strength. Delayed receipt due to combined usage of voice and fax on the same line is not acceptable.

H.1.2 Training

The Contractor shall provide employees with training to broaden their technical skills, improve customer service, and to promote personal development. Training provided shall embrace the concepts of providing and maintaining quality cleaning that is safe, healthy, and sustainable. www.issa.com as well as other cleaning groups offers their members educational materials on these items.

H.1.3 Uniforms

All employees shall wear distinctive, uniform clothing for ready identification. Uniforms shall be neat, clean, in good repair, and have a badge or monogram with the Contractor's name on it.

H.1.4 Exposure Control Program

-Personal Protective Equipment (PPE)

The Contractor shall adhere to 20 CFR 1910 and any other Federal, State and local laws and regulations to fully comply with this requirement.

-Blood Borne Pathogens

The Contractor shall provide appropriate training to their employees and all necessary equipment and services required to perform clean-up of blood borne pathogens and fully comply with the requirements of the Blood Borne Pathogen Standard listed in 29 CFR §1910.1030.

H.1.5 Key Control

The Contractor shall follow the building's key control program. Keys issued to the Contractor, the Contractor's personnel, or subcontractors shall be signed for and not transferred to other personnel unless recorded in the key control log. The Contractor is financially liable for the cost of rekeying if keys are lost or not recovered from employees or subcontractors.

H.1.6 Qualifications of Personnel

Qualifications of Supervisory Employees

Supervisory contract employees shall have a minimum of 3 years of experience with managing and related services in building(s) of similar size and complexity. The Contractor shall provide employee resumes covering these positions to the CO for approval. At the discretion of the CO or their designee formal training may be substituted for experience. The on-site supervisor is required to be fully conversant in English.

Qualifications of Contractor Personnel

The Contractor shall provide appropriate training to their employees. The personnel employed by the Contractor shall be capable employees, who are trained and qualified in one or more related type service requirements.

The building(s) shall be fully staffed, beginning the first day of work under the contract, unless authorized by the CO or their designee. The Contractor's employees shall be familiar with the operation of the building(s) fire alarm system. In the event of a fire, the Contractor shall leave the building and not enter until authorized by Fire officials. The Contractor's staff shall also be familiar with the building's Occupancy Emergency Plan, which includes the shelter in place program. Further information on the program shall be provided by the CO or their designee.

H.1.7 Miscellaneous Requirements

The Custodial Contractor shall:

- Ensure that the Contractor's employees use lights and faucets only in those areas where and when the work is actually being performed. Once leaving, all lights and water faucets in the work area shall be turned off.
- Ensure that workers do not adjust mechanical equipment controls for heating, ventilation and air conditioning systems.
- Ensure that the Contractor's employees participate in building fire and civil defense drills.
- Ensure that the reporting of fires, hazardous conditions, and items in need of repair (e.g., inoperative lights, broken windows or doors, torn carpets, leaking sinks, urinals or commodes, dead trees or shrubs, etc.), to the CO or their designee.
- Ensure if applicable, rooms are locked after cleaning and that keys are returned to the designated office.
- Ensure that lost and found articles by the Contractor's employees are turned in to the CO or their designee.

- Ensure that the Contractor employees notify the security officer on duty when unauthorized or suspicious person(s) are seen on premises.
- Ensure that the Contractor's employees notify CO or their designee of any observed hazardous material, or Universal Waste materials in the trash or recycling receptacles.
- Ensure that the Contractor's employees adhere to GSA's 'No Smoking Policy'

H.2 Strike Contingency Plan (SCP)

The Contractor shall prepare a Strike Contingency Plan to be used in the event of a strike by his employees. The Strike Contingency Plan (SCP) shall be submitted to the CO or their designee **5 calendar days prior to the contract's start date and updated annually.** At a minimum, the SCP shall include the following information:

- Support Personnel: The SCP shall describe in detail how the Contractor shall staff the building to provide the services defined in this specification in the event of strikes by his employees. The Contractor shall keep HSPD-12 requirements and time frames in mind when preparing this plan.
- Training and Certifications: The SCP shall describe in detail how the Contractor shall provide personnel that meet experience requirements, assuring the Government that all temporary or replacement employees (including the sub-contractor's employees) shall meet the experience and certification requirements defined in this contract.

H.3 Occupant Emergency Plan (OEP)

The Government's Occupant Emergency Plan (OEP) is used by the CO or their designee during building emergencies. Designated Contractor personnel, including the on-site supervisor(s), shall be thoroughly familiar with the Government's OEP. All of the Contractor's employees shall be trained by the Contractor to fully understand their responsibilities relative to each emergency plan. The Contractor shall participate in fire and other emergency drills. The Contractor shall be required to perform the services required by the contract and as identified by the CO or their designee to the extent allowed during all emergency situations including but not limited to: fires, accidents and rescue operations; the Contractor's personnel strikes; other service contractors on strike; civil disturbances; natural and manmade disasters, and utility service outages.

H.4 Contractor Pandemic Plan

The Government as required by the 'National Strategy for Pandemic Influenza Preparedness' has prepared a plan that safeguards its employees and provides for continued operations in the event of an influenza pandemic. The Contractor shall also prepare a plan that outlines the steps that they must take to prevent and reduce the spread and mitigate the potential effects of an influenza pandemic on custodial and related services. Given the unpredictable length and severity of a pandemic, the Contractor's plan shall link their planned actions to the periods and phases established the World Health Organization for a pandemic cycle. For information on the phases of a pandemic cycle see <http://www.who.int/csr/resources/publications/influenza/whocdscsredc991.pdf>. The Contractor shall submit the plan to the CO or their designee within thirty (30) calendar days of the start of the contract. See components of Pandemic Planning at <http://www.ed.gov/admins/lead/safety/emergencyplan/pandemic/planning-guide/basic.pdf>

H.5 Conservation

Conservation is a planned and organized approach designed to conserve non-renewable sources. The Contractor shall ensure that work under this contract is performed in a manner that conserves energy, water, and other Government resources. Contractor shall take the necessary steps through training, communication, and implementing appropriate procedures in their use of natural resource consuming equipment and processes. This will preserve resources and support GSA's sustainability goals.

The Contractor shall ensure that their employees support the Government's efforts to comply with Section 102 of the Energy Policy Act of 2005 (EPA), the Energy Independence and Security Act of 2007, Executive Order (EO) 13154, and EO 13423 which requires the Government to reduce Agency energy use.

The Contractor shall employ practices that reduce dependency on nonrenewable sources of energy. The Contractor's personnel shall turn off lights in unoccupied areas where possible, once the area is cleaned. The Contractor shall close window blinds when practical, especially in the summer time, over long weekends, and during extended closures of the building.

The Contractor shall use their equipment in an efficient manner by turning it off during times it is not in use. When replacing existing equipment, the Contractor shall strive to acquire replacement equipment in the top 25% of efficiency as per the Energy Star guidelines. The Contractor shall never turn off or unplug Government equipment in the space they are cleaning without prior written approval by the CO or their designee.

The Contractor shall employ products, equipment and practices that eliminate wasteful use of water.

H.6 Affirmative Procurement Program (APP)

As a Federal procuring agency, the GSA is required by the Resource Conservation and Recovery Act (RCRA), Section 6002 and Executive Order (EO) 13423 Strengthening Federal Environmental, Energy, and Transportation Management to procure and use products containing post-consumer content (recycled material); environmentally preferable; and bio-based products. RCRA Section 6002 and Letter 92-4 requires Federal agencies to develop and implement their own Affirmative Procurement Program to facilitate the procurement of these products.

Green Purchases

In addition to those regulatory requirements specified in Section C of the specification, the following considerations and sources shall be used by the Contractor.

This includes:

- Compliance with appropriate clauses and subparts of FAR 7, 11, 12, 13, and 23.
- Cleaning chemicals, tools, equipment, supplies, or materials that shall be selected with consideration to minimizing the impact on both human health and safety as well as reducing other potential environmental impacts.
- Cleaning processes, work practices, and procedures shall minimize exposures to workers and building occupants and contribute to the promotion of environmental stewardship.
- GSA offers a variety of environmental products to its Federal customers to assist in their efforts to comply with procurement responsibilities outlined in Federal environmental laws and regulations.

Information is available through the GSA Federal Acquisition Service (FAS). This is a SourceAmerica Contract under PBS Region 2.

-Additional information on environmentally preferable products may be found through sources such as the U.S. EPA's Environmentally Preferable Purchasing Program's website:

<http://yosemite1.epa.gov/oppt/eppstand2.nsf>.

Recycle Content Certification

In accordance with the FAR 52.223-9, Certification and Estimate of Percentage of Recovered Material Content for EPA-Designated Items, purchased for the performance of work with this contract, the Contractor shall provide the required certification and estimate to the CO or their designee at contract completion. The following is a sample of the certification that is included in the FAR:

CERTIFICATION

I, _____ (name of certifier), am an officer or **employee** responsible for the performance of this contract and hereby certify that the percentage of **recovered material** content for EPA-designated items met the applicable contract specifications or other contractual requirements.

(Signature of the Officer or Employee)

(Typed Name of the Officer or Employee)

(Title)

(Name of Company, Firm, or Organization)

(Date)

(End of certification)

Green Cleaning Training

The Contractor shall provide training to their employees that stress proper *stewardship* in green cleaning practices. The Contractor shall submit written certification to the CO or their designee within five (5) days of the completion of training. Information on stewardship, training, and other issues can be found in ASTM E1971-05, Standard Guide for Stewardship for the Cleaning of Commercial and Institutional Buildings www.astm.org/. The focus of this training is to address appropriate cleaning activities and processes to maximize eco-efficiency and to minimize adverse impacts on the building occupants, cleaning personnel, the building structure itself, and the environment. Adherence to the principles set forth in this guide can lead to greater tenant and occupant satisfaction, reduced operational costs, and greater productivity (for occupants and cleaning personnel).

H.7 Asbestos Awareness Training

The Contractor shall ensure that all employees, including replacement workers, receive asbestos training and refresher training appropriate to their level of activity and OSHA class of work, in accordance with 40 CFR § 763 http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr763_06.html and 29 CFR §1910. The Contractor shall follow all instructions for each asbestos class job as outlined in 29 CFR §1910. The training shall be provided by the Contractor for their employees, at no additional expense to the Government, within sixty (60) calendar days of the employee's commencement of employment on this contract. The Contractor shall submit written certification to the CO or their designee within five (5) days of the completion of the training.

H.8 LEED-EB

This building shall seek Leadership in Energy and Environmental Design (LEED) certification, which requires more stringent guidelines and record keeping. Criteria for specific LEED existing buildings (EB) credits will be provided by the LEED-EB Project Manager or designee. More information on LEED-EB is found at www.usgbc.org.

H.9 Provided By The Government (Not Identified Elsewhere in the Specification)

Provided by the Government is:

- Electrical power at existing outlets for the Contractor to operate equipment which is necessary in the conduct of its work.
- Hot and cold water as necessary limited to the normal supply provided in the building. No special heating or cooling of the water shall be provided.
- Space in the building including locker rooms, if available. Any existing equipment in space authorized for use by the custodial Contractor such as lockers, tables, benches, chairs, etc., that was placed within the building by the Government may be used by the Contractor during the term of the contract, provided authorization is received from the CO or their designee. This space and equipment shall be kept neat and clean, and returned to the Government in reasonably the same condition at the time of entering into the contract once the contract expires.
- Space in the building for the storage of supplies and equipment inventories that are used in the performance of work under this contract. The Contractor shall maintain this space in a clean neat and orderly condition. Under no circumstances shall the Contractor store flammable or explosive liquids (naphtha, gasoline, etc.) in the building. The Government is **not responsible** in any way for damage or loss to the Contractor's stored supplies, materials, replacement parts or equipment.
- Custodial closets, where available, at various points throughout the building, for storing equipment, including mops, brooms, dust cloths, and other items. These closets and the stored equipment shall be kept clean and organized by the Contractor. Sinks and buckets shall be kept clean and free of standing water and hoses shall not be left connected to faucets when not in use.
- Space in the building, when available, furniture and furnishings for a supervisor's office to be for official business only in the performance of this contract. If the Government supplies telephones, they shall only be used for communication related to the contract. The Contractor or the Contractor's employees shall not use Government property in any manner for any personal advantage, business gain, or other personal endeavor.
- Heating and air conditioning of the space to be cleaned will be provided only during normal building operating hours.

H.9.1 Use of Government Information Technology

Contractor personnel requiring access to GSA's Network shall comply with all Federal Information Technology (IT) regulations regarding Trusted Internet Connection (TIC) in conjunction with PBS and GSA

Chief Information Officer (CIO) IT policies, i.e., all PBS IT systems needing network connectivity must reside on the GSA network.

Contractors that requirement Network Connection for PBS IT systems shall use only Government-furnished network equipment and computer hardware.

- Network equipment includes all equipment that has IP routing and switching functionality.
- Computer hardware includes, but is not limited to servers, PCs, laptops and their peripherals (monitors, mice and keyboards).
- Proprietary system hardware/software can be vendor provided, but is subject to network and system testing, review and approval for connection to GSA's network and acceptance of the PBS CIO.

If the Contractor requires access to GSA's Network they shall submit their request in writing to the CO or their designee for approval. Approved requests shall be forwarded to the PBS CIO for approval. The PBS CIO shall provide the Contractor with at least one desktop and/or one laptop to access the newly integrated Building Automation Systems (to the GSA network) sites for the purposes of giving the Contractor access to the building monitoring and control systems. Please note that the availability of computer hardware is dependent on budgeted funds dedicated for this purpose, which may or may not be renewed on an annual basis. Refreshes required for existing GSA workstation shall be coordinated through regional local OCIO's office. No hardware (workstations, servers, switches) shall be provided unless an approved network diagram is submitted.

Contractor's that require access to building monitoring and control systems (BMC) shall refer to the [Technology Policy for PBS-Owned Buildings Monitoring and Control Systems](#) and [Building Technologies Technical Reference Guide](#) for guidance related to the technical integration of BMC to the GSA network and within its GSA's information technology (IT) environment.

If a Contractor comes into contact with information or data where there is not a 'need to know' or they are do not have authorization to have, they shall turn in the information and/or data immediately to the CO or their designee.

H.9.2 Safeguarding Sensitive Data and Information Technology Resources

In accordance with FAR 39.105, this section applies to all users of sensitive data and information technology (IT) resources, including awardees, contractors, subcontractors, lessors, suppliers and manufacturers. The following GSA policies must be followed. These policies can be found at <http://www.gsa.gov/directives> or <https://insite.gsa.gov/portal/content/657310>

1. CIO P 2100.1 GSA Information Technology (IT) Security Policy
2. CIO P 2100.2B GSA Wireless Local Area Network (LAN) Security
3. CIO 2100.3B Mandatory Information Technology (IT) Security Training Requirement for Agency and Contractor Employees with Significant Security Responsibilities
4. CIO 2104.1A GSA Information Technology IT General Rules of Behavior
5. CIO 2105.1 B GSA Section 508: Managing Electronic and Information Technology for Individuals with Disabilities
6. CIO 2106.1 GSA Social Media Policy
7. CIO 2107.1 Implementation of the Online Resource Reservation Software
8. CIO 2160.4 Provisioning of Information Technology (IT) Devices

9. CIO 2162.1 Digital Signatures
10. CIO P 2165.2 GSA Telecommunications Policy
11. CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information (PII)
12. CIO 2182.2 Mandatory Use of Personal Identity Verification (PIV) Credentials
13. CIO P 1878.2A Conducting Privacy Impact Assessments (PIAs) in GSA
14. CIO IL-13-01 Mobile Devices and Applications
15. CIO IL-14-03 Information Technology (IT) Integration Policy
16. HCO 9297.1 GSA Data Release Policy
17. HCO 9297.2B GSA Information Breach Notification Policy
18. ADM P 9732.1 D Suitability and Personnel Security

H.10 Security Requirements and Personal Identity Verification Procedures (Non-Classified Contract)

FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

H.10.1 GSAR 552.237-70 Qualifications of Offerors (MAY 1989)

- (a) Offers will be considered only from responsible organizations or individuals now or recently engaged in the performance of building service contracts comparable to those described in this solicitation. In order to determine an Offeror's qualifications, the Offeror may be requested to furnish a narrative statement listing comparable contracts which it has performed; a general history of its operating organization; and its complete experience. An Offeror may also be required to furnish a statement of its financial resources; show that it has the ability to maintain a staff of regular employees adequate to ensure continuous performance of the work; and, demonstrate that its equipment and/or plant capacity for the work contemplated is sufficient, adequate, and suitable.
- (b) Competency in performing comparable building service contracts, demonstration of acceptable financial resources, personnel staffing, plant, equipment, and supply sources will be considered in determining whether an Offeror is responsible.
- (c) Prospective Offerors are advised that in evaluating these areas involving any small business concern(s), any negative determinations are subject to the Certificate of Competency procedures set forth in the Federal Acquisition Regulation.

H.10.2 GSAR 552.237-71 Qualifications of Employees (MAY 1989)

- (a) The contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the

individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property.

- (b) The Contractor shall fill out and cause each of its employees performing work on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. These forms shall be completed electronically unless that would create a hardship for the individual. Upon request of the Contracting Officer, the Contractor and its employees shall be fingerprinted.
- (c) Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien.

Registration Receipt Card Form I-151, or, who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

H.10.3 Suitability Determinations

- (a) All contract employees requiring routine unescorted access to Federally-controlled facilities and/or information systems for more than 6 months (Regular Employees) will be required to undergo a suitability determination before a facility identification card is issued. Prior to the time that an identification card is issued, such Regular Employees will be required to comply with normal facility access control procedures, including sign-in, temporary badging, and escorted entry, as applicable.
- (b) Failure of a Regular Employee to receive a favorable suitability determination shall be cause for removal of the employee from the work site and from other work in connection with the contract.
- (c) Contract employees working less than 6 months (Temporary Employees) may, at the Government's option, be required to undergo a lesser form of suitability determination. Prior to the time that an identification card is issued, if at all, such Temporary Employees will be required to comply with normal facility access control procedures, including sign-in, temporary badging, and escorted entry, as applicable.
- (d) Temporary Employees who have not received a favorable suitability determination shall be escorted at all times while in non-public space, as directed by the Government.
- (e) The Government, at its sole discretion, may grant temporary suitability determinations to Regular or Temporary Employees. However, the granting of a temporary suitability determination to any such employee shall not be considered as assurance that a favorable suitability determination will follow.
- (f) The Contracting Officer or their designated representative shall provide the Contractor with required forms for obtaining necessary clearances. The Contractor shall be required to cause such forms to be returned to the Government for processing not later than 14 days following being provided by the Government.
- (g) The Contractor shall be responsible for planning and scheduling its work in such a manner as to account for facility access issues. Difficulties encountered by the Contractor in gaining access to facilities by its employees and subcontractors shall not be an excuse to any Contractor performance under the contract.

H.10.4 Compliance with Security Requirements

- (a) The Contractor shall comply with all GSA and tenant agency security requirements in the building(s) where work is being performed.
- (b) When a controlled personnel identification access system is used by a tenant agency at a site where work is performed, the tenant agency will be responsible for providing any required access credentials. Credentials shall be displayed at all times or as otherwise required by the tenant agency.

H.10.5 Identification Credential

- (a) Upon receipt of a favorable suitability determination, each Regular or Temporary Employee shall be issued an identification credential (Credential) permitting regular access to the building(s) where work is being performed.
- (b) Regular or Temporary Employees with Credentials shall be required to comply with all applicable access security screening procedures applicable to Government or other personnel possessing similar Credentials.
- (c) All Contractor or subcontractor employees possessing Credentials shall visibly display their Credentials at all times while in the building(s) where work is being performed.
- (d) The Contractor shall be responsible for ensuring that all identification credentials are returned to the Government when a particular Contractor or subcontractor employee will no longer be providing service under the contract at the building(s) covered by the Credential.
- (e) The Contractor will notify the Government when Credentials are lost. In that event, the Contractor will be responsible for reimbursing the Government for its cost in issuing a replacement Credential.

H.10.6 Standards of Conduct

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.

H.10.7 Removal from Contract Work

- (a) As provided in the clause entitled Qualifications of Employees, the contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property. This shall include, but not be limited to, instances where an employee is determined, in the Government's sole discretion, to be incompetent, careless, insubordinate, unsuitable or otherwise objectionable.
- (b) A contractor employee may also be removed where the continued employment of the contractor employee in connection with the Government work is deemed, in the Government's sole discretion, contrary to the public interest, inconsistent with the best interests of security, or a potential threat to the health, safety, security, general well being or operational mission of the facility and its population.
- (c) Where a Contractor employee is granted a temporary suitability determination, and an unfavorable final suitability determination is later rendered, the Government may insist on the employee's removal from the work site and from other work in connection with the contract.

- (d) The Contractor shall be responsible for providing replacement employees in cases where contract employees are removed at no additional cost to the Government.

H.10.8 Sensitive But Unclassified (SBU) Building Information

Dissemination of sensitive but unclassified paper and electronic building information shall be made on a need to know basis in accordance with GSA Order PBS P 3490.1, a copy of which will be made available upon request.

H.11 Identification Credential

Upon receipt of favorable suitability determination as indicated herein, each employee of the Contractor shall be issued an identification credential. At all times while working on the contract, Contract employees, including the sub-contractor employees, shall have in their possession the specific Government identification credential issued to them by the Government. The identification credential shall be displayed and be visible at all times while on Government property. The CO or their designee, Government law enforcement, or security personnel shall periodically verify that passes of Contractor employees match their personnel identification. The Contractor's employees shall comply with security verification procedures at all times.

The Contractor shall see that every contract employee has a Government-issued identification credential before the employee enters on duty. As required by the Government, the Contractor shall make their employees available for photo identification badges, on a schedule to be worked out with the Contracting Officer or their designee. The Government will make the identification credentials badges after a favorable security determination has been received for the Contractor's employees. All credential identification shall have an expiration date and all Contractor employees shall sign their badges at the time of photographs are taken.

The Contractor shall be responsible for ensuring that all identification credentials are returned to the Contracting Officer or their designee as their employees leave the contract (e.g., contract is completed, employees leave employment of the company, employees are dismissed or terminated). The Contractor shall notify the Contracting Officer or their designee when employee badges are lost.

The Contractor shall be responsible for paying the Government for replacement credentials at the current cost per badge.

H.12 Escort Requirements

It may be necessary to escort temporary contract employees that do not have favorable preliminary or final suitability determinations that must work in Federally-controlled space. In those cases, ALL uncleared contract employees shall be escorted in non-public spaces by a Government employee or another responsible cleared contract employee that is approved by the Contracting Officer or their designee. Other Government agencies may have specific agency security requirements for their own spaces that may only allow escort by Government employees or those designated by their agency. Government employees or approved cleared contract employees that provide escorts for uncleared contract employees must always be in close proximity and eyesight of the uncleared contract employee. The contract escort must watch uncleared employees and remain with uncleared contract employees for the entire time they are in the building and/or Federally-controlled spaces. An uncleared employee cannot be left alone or out of eyesight at anytime when they are in non-public space. A cleared and approved escort may not bring several uncleared contract employees, into Federally-controlled space that is not within close proximity or eyesight

at all times. A cleared and approved escort may not have multiple uncleared employees in non-public space on different parts of one floor or on different floors at the same time. Any security violation of escort requirements by a cleared and approved contract employee will result in immediate removal from the contract of all contract employees involved, i.e., escorts and uncleared escorted contract employees. Also, in accordance with security requirements, violations of escort requirements by contract employees may be grounds for termination of the contract.

H.13 Standards of Conduct

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action(s) with respect to their employees as necessary. The Contractor is responsible for ensuring that his employees do not disturb papers on desks; open desk drawers or cabinets; or use GSA or tenant agency supplies, equipment or telephones, except as authorized. Each employee is expected to adhere to standards of behavior that reflect favorably on their employer, and the Federal Government. No smoking is allowed in the building.

H.14 Removal from Contract Work

Under the following conditions, the Contracting Officer or their designee may request the Contractor to immediately remove any employee(s) from the work site. When the Government determines an employee to be: incompetent, careless, insubordinate, unsuitable, or otherwise objectionable, or the Government deems an employee's continued employment is contrary to the public interest, inconsistent with the best interests of security, or is identified as a potential threat to the health, safety, security, general well being, or operational mission of the facility and its population.

The Contracting Officer or their designee may also request the Contractor to immediately remove any employee(s) from the work site(s) when it is determined that individuals are being assigned to duty who have been disqualified for either suitability or security reasons, or who are found to be unfit for performing duties during their tour(s) of duty.

The Contractor employees who are removed from contract work shall be required to leave the work site immediately.

The Contractor must comply with any removal request. For clarification, a determination to remove an employee will be made for, **but is not limited to**, incidents involving the most immediately identifiable types of misconduct or delinquency, as set forth below:

- Failure to receive a suitability determination, temporary clearance, or clearance from GSA or a tenant agency.
- Violation of Federal, State, or local law.
- Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR §101-20.3. This includes the carrying or possession of explosives or items intended to be used to fabricate an explosive or incendiary device.
- Neglect of duty, including sleeping while on duty, unreasonable delays, failure to carry out assigned tasks, conducting personal affairs during official time, refusing to render assistance, or cooperate in upholding the integrity of the security program at the work site.
- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.

- Disorderly conduct, uses of abusive or offensive language, quarreling, intimidation by words or actions, fighting, or participation in disruptive activities that interfere with the normal efficient operations of the Government.
- Theft, vandalism, immoral conduct, or any other criminal action.
- Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects while in or on Federally-controlled property.
- Improper use of Government identification.
- Unauthorized use of communication equipment on Government property.
- Violation of security procedures or regulations.
- Violation of Title 18, U.S.C., Section 930, which prohibits the knowing possession or the causing to be present firearms or other dangerous weapons in Federal facilities and Court facilities.

The Contracting Officer or their designee shall make all determinations regarding the removal of any employee(s) from work site(s), except under certain conditions. When a Contracting Officer or their designee is not available (either during the day or after hours), in situations where a delay would not be in the best interest of the Government, or the employee is identified as a potential threat to the health, safety, security, general well being, or operational mission of the facility and its population, the Contracting Officer or their designee has the authority to immediately remove the contract employee from the work site.

Law enforcement officers of the DHS/ICE/Federal Protective Service will have the authority to immediately remove any contract employee from the work site who is found to be in violation of any of the items mentioned above and where a delay in removal would not be in the best interest of the Government, security, or the employee is identified as a potential threat to the health, safety, security, general well being or operational mission of the facility and its population. The Contracting Officer or their designee shall be notified as soon after the incident as practical or at the beginning of the next business day if an action happened after hours. The Contracting Officer or their designee shall make all official notifications to the Contractor. In the event of a dispute, the Contracting Officer or their designee shall make a final determination. Specific reasons for removal of an employee(s) will be provided to the Contractor in writing.

The Contractor is responsible for providing replacement employees in cases where contract employees are removed from working at the work site or on the contract.

H.15 Sensitive But Unclassified (SBU) Building Information

GSA Contractors that do not have HSPD-12 compliant clearances cannot obtain Sensitive But Unclassified (SBU) information (Privacy Act data, building information, and financial information) through GSA's IT systems.

Contractors and prospective bidders with a need to know, that do not have HSPD-12 clearances and access rights to GSA IT systems, can be provided with SBU building information, drawings, etc., in accordance with GSA Order 3490.1A (Document Security for SBU information, which) provides for the dissemination of paper and electronic SBU building information for all Federally-controlled spaces (owned, leased, and delegated).

SBU information includes but is not limited to:

- Paper and/or electronic documentation of the physical facility information.
- Building designs (such as floor plans).
- Construction and renovation/alteration plans and specifications.

- Equipment plans and locations.
- Building operating plans.
- Information used for building service contracts and/or contract guard services.

For all GSA-controlled facilities, any other information considered a security risk, shall be considered covered under this category.

All SBU building information, either in electronic or paper formats, shall have specific imprinting on each page to designate it is Government property and indicate the prohibition of copying, dissemination, and distribution.

Contractors authorized to receive SBU information shall provide the following identification:

- A copy of a valid business license.
- Verification of a valid DUNS Number.
- A valid IRS Tax ID Number.
- A valid picture state driver's license.

Contractors shall sign a Document Security Notice when they receive the information.

Contractors shall be responsible for safeguarding SBU information. At the completion of work, secondary and other disseminators shall be required to turn over their Document Security Notice dissemination records to GSA to be kept with the permanent files.

Authorized contract users shall destroy all SBU information and documents when no longer needed. Destruction shall be done by burning or shredding hardcopy and/or physically destroying CD's, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using permanent erase utility or similar software.

All authorized contract users of SBU building information shall notify the GSA Disseminator in writing that they have properly disposed of the SBU building information/documents.

The GSA Disseminator shall maintain all records of SBU building information disposal (along with the signed Document Security Notices) pursuant to the GSA system of keeping long-term records and plans. All Document Security Notices and Records of Disposals shall be kept with the permanent files.

H.16 Recording Presence

Each contract employee and subcontractor must sign-in when reporting for duty and sign out when leaving at the end of the workday. GSA Form 139 (Record of Time of Arrival and Departure from Building, which is only designated for use by the Contractor's personnel), shall be used for this purpose.

H.17 Government Forms

The various Government forms mentioned in this solicitation such as personal history forms, sign out forms, inspection forms, etc., may be obtained from the CO or their designee.

H.18 Other Contractors

The Government may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with the other Contractors or Government employees. The Contractor shall carefully schedule their own work, in conjunction with the additional work, which may be directed by the CO or their designee.

In addition, the Contractor shall not commit to or permit any act, which will interfere with the performance or work by another Contractor, or by Government employees.

H.19 Ordinances, Taxes, Permits and Licenses

Without additional expense to the Government, the Contractor shall fully comply with: (a) all Federal, State, local, and city laws, and regulations and ordinances, (b) be liable for all applicable Federal, state and local taxes and (c) obtain and pay for all permits and licenses governing performance under the contract.

H.20 Discrepancy in the Specifications

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer. The decision of the Contracting Officer as to the proper interpretation of the specifications shall be final, in accordance with the Disputes Clause of this contract.

I. CONTRACT CLAUSES

A. 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR)

<http://www.acquisition.gov/far/index.html>

GSA Acquisition Manual (GSAM)

<http://www.acquisition.gov/GSAM/gsam.html>

B. Table of Clauses Incorporated By Reference:

CLAUSE NUMBER (FAR & GSAM)	CLAUSE TITLE	REMARKS
	(FAR clauses in effect as of FAC 2005-71 effective November 25, 2013; GSAM clauses in effect as of GSAM Change 55 Effective October 01, 2012)	
Definitions		
52.202-1	Definitions (Nov 2013)	
Improper business practices		
52.203-3	Gratuities (Apr 1984)	
52.203-5	Covenant Against Contingent Fees (Apr 1984)	
52.203-6	Restrictions on Subcontractor Sales to the Government (Sep 2006)	
52.203-7	Anti-Kickback Procedures (Oct 2010)	
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)	
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)	
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)	
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)	
52.203-13	Contractor Code of Business Ethics and Conduct (Dec 2008)	

52.203-14	Display of Hotline Poster(s) (Dec 2007)	The "GSA Fraud Hotline" poster can be obtained by email at: fraudnet@gsa.gov or by calling the GSA Hotline Office at: 1-800-424-5210
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Apr 2014)	
552.203-71	Restriction on Advertising (Sep 1999)	
Safeguarding classified information		
52.204-2	Security Requirements (Aug 1996)	See full text below
Paper documents		
52.204-4	Printed or Copied Double-Sided on Recycled Paper (May 2011)	

System For Award Management		
52.204-7	System for Award Management (Jul 2013)	
52.204-13	System for Award Management Maintenance (Jul 2013)	
Personal identity verification		
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)	See full text below
552.204-9	Personal Identity Verification Requirements (Oct 2012)	See full text below
52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)	
Source for Supplies and Services		
52.208-9	Contractor Use of Mandatory Sources of Supply or Services (Oct 2008)	See full text below
Contractor qualifications		
52.209-6	Protecting the Government's Interest When Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment (Aug 2013)	
Commercial Items		

52.212-4	Contract Terms and Conditions—Commercial Items (Jun 2010)	
552.212-71	Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items (Jun 2016)	
552.212-72	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to GSA Acquisition of Commercial Items (Jun 2015)	
Audit and records		
52.215-2 (Alt II)	Audit and Records – Negotiation (OCT 2010) (Alternate II) (Apr 1998)	
Order of precedence		
52.215-8	Order of Precedence - Uniform Contract Format (Oct 1997)	
Contract pricing		
52.215-21 (Alt IV)	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—Modifications (Oct 2010) Alternate IV (Oct 2010)	<i>The contractor shall provide: a cost breakdown showing labor hours, labor rates, material costs, equipment costs, subcontractors costs, overhead, general administration, and all other information needed to support price reasonableness.</i>
Examination of records		
552.215-70	Examination of Records by GSA (Feb 1996)	
552.216-74	Task-Order and Delivery-Order Ombudsman (Jan 2016)	
Multi-Year Contracting		
52.217-2	Cancellation Under Multi-year Contracts (Oct 1997)	
Option to extend services		
52.217-8	Option to Extend Services (Nov 1999)	<i>See full text below</i>
552.217-71	Notice Regarding Option(s) (Nov 1992)	
Small business subcontracting program		
52.219-8	Utilization of Small Business Concerns (Jul 2013)	
552.219-71	Notice to Offerors of Subcontracting Plan Requirements (Mar 2012)	
552.219-72	Preparation, Submission, and Negotiation of Subcontracting Plans (Mar 2012)	

552.219-73	Goals of Subcontracting Plan (Jun 2005)	
Determination of small business status		
52.219-28	Post-Award Small Business Program Re-representation (Jul 2013)	
Application of labor laws and policies		
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	
52.222-3	Convict Labor (Jun 2003)	
52.222-4	Contract Work Hours and Safety Standard Act - Overtime Compensation (Jul 2005)	
52.222-17	Nondisplacement of Qualified Workers (May 2014)	
Equal employment opportunity		
52.222-21	Prohibition of Segregated Facilities (Feb 1999)	
52.222-26	Equal Opportunity (Mar 2007)	
52.222-35	Equal Opportunity for Veterans (Oct 2015)	See full text below
52.222-36	Equal Opportunity for Workers with Disabilities (Jul 2014)	See full text below
52.222-37	Employment Reports on Veterans (Sep 2010)	
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)	
Service Contract Act		
52.222-41	Service Contract Act of 1965 (Nov 2007)	
52.222-42	Statement of Equivalent Rates for Federal Hires (May 1989)	See full text below
52.222-43	Fair Labor Standards Act and Service Act – Price Adjustment (Multiple Year and Option Contracts) (Nov 2006)	
Combating trafficking in persons		
52.222-50	Combating Trafficking in Persons (Feb 2009)	
Employment eligibility verification		
52.222-54	Employment Eligibility Verification (Aug 2013)	
Environmental and energy considerations		
52.223-1	Biobased Product Certification	See full text below
52.223-2	Affirmative Procurement of Bio-based Products Under Service and Construction Contracts (Sep 2013)	See full text below

52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997)	<i>See full text below</i>
52.223-4	Recovered Material Certification (May 2008)	<i>See full text below</i>
52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)	<i>See full text below</i>
52.223-6	Drug-Free Workplace (May 2001)	
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Products (May 2008)	The contractor shall estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and submit this estimate (and the required certification) to the Contracting Officer.
52.223-10	Waste Reduction Program (May 2011)	<i>See full text below</i>
52.223-11	Ozone-Depleting Substances (Jun 2016)	<i>See full text below</i>
52.223-15	Energy Efficiency in Energy-Consuming Products (Dec 2007)	<i>See full text below</i>
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (May 2008)	<i>See full text below</i>
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)	
52.223-19	Compliance with Environmental Management Systems (May 2011)	<i>See full text below</i>

Privacy		
52.224-1	Privacy Act Notification (Apr 1984)	<i>See full text below</i>
52.224-2	Privacy Act (Apr 1984)	<i>See full text below</i>
52.239-1	Privacy or Security Safeguards (Aug 1996)	<i>See full text below</i>

Foreign acquisition		
52.225-1	Buy American Act – Supplies (Feb 2009)	
52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)	

52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certifications.	
Patents and copyrights		
52.227-1	Authorization and Consent (Dec 2007)	
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)	
52.227-3	Patent Indemnity (Apr 1984)	
Insurance		
52.228-5	Insurance - Work on a Government Installation (Jan 1997)	
552.228-5	Government as Additional Insured (May 2009)	
Bonds		
52.228-2	Additional Bond Security (Oct 1997)	
52.228-11	Pledges of Assets (Jan 2012)	
52.228-14	Irrevocable Letter of Credit (Dec 1999)	
52.228-16	Performance and Payment Bonds -- Other Than Construction (Nov 2006)	See full text below
Taxes		
52.229-4	Federal, State, and Local Taxes (State & Local Adjustments) (Feb 2013)	
Payment		
52.232-1	Payments (Apr 1984)	
52.232-8	Discounts for Prompt Payment (Feb 2002)	
52.232-11	Extras (Apr 1984)	
52.232-17	Interest (Oct 2010)	
52.232-23	Assignment of Claims (Jan 1986)	
52.232-25	Prompt Payment (Jul 2013)	
52.232-33	Payment by Electronic Funds Transfer-System for Award Management- (Jul 2013)	
52.232-36	Payment by Third Party (Jul 2013)	
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)	
552.232-72	Final Payment Under Building Services Contracts (Mar 2012)	See full text in Section G
552.232-77	Payment By Government Charge Card (Nov 2009)	

Disputes		
52.233-1 (Alt I)	Disputes (July 2002) Alternate I (Dec 1991)	See deviation below
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	
Protection of Government property		
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)	
Continuity of services		
52.237-3	Continuity of Services (Jan 1991)	
Use of One Dollar coin		
52.237-11	Accepting and Dispensing of \$1 Coin (Sep 2008)	
Qualifications of employees		
552.237-71	Qualifications of Employees (May 1989)	
Information Technology		
552.239-70	Information Technology Security Plan and Security Authorization (Jun 2011)	See full text below
552.239-71	Security Requirements for Unclassified Information Technology Resources (Jan 2012)	See full text below
Bankruptcy		
52.242-13	Bankruptcy (Jul 1995)	
Stop work order		
52.242-15	Stop Work Order (Aug 1989)	
52.242-17	Government Delay of Work (Apr 1984)	
Changes		
52.243-1 (Alt I)	Changes - Fixed Price (Aug 1987) Alternate I (Apr 1984)	See deviation below
Subcontracting		
52.244-5	Competition in Subcontracting (Dec 1996)	
52.244-6	Subcontracts for Commercial Items (Jul 2013)	
Government property		
52.245-1 (Alt I)	Government Property (APR 2012) Alternate I (Apr 2012)	
52.245-9	Use and Charges (Apr 2012)	
552.236-75	Use of Premises (Apr 1984)	See full text below
Inspection of services		
52.246-4	Inspection of Services - Fixed Price (Aug 1996)	See full text in Section E & deviation below
Warranty of services		

52.246-20	Warranty of Services (May 2001)	<i>The Contracting Officer shall give written notice of any defect or nonconformance to the contractor within 30 days from the date of acceptance by the Government.</i>
Limitation of liability		
52.246-25	Limitation of Liability – Services (Feb 1997)	
Value engineering		
52.248-1	Value Engineering (Oct 2010)	
Termination or cancellation of contract		
52.249-4	Termination for Convenience of the Government (Services) (Short Form) (Apr 1984)	
52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984)	
Government supply sources		
52.251-1	Government Supply Sources (Apr 2012)	
Authorized deviations in clauses		
552.252-6	Authorized Deviations in Clauses (Sep 1999) (Deviation FAR 52.252-6)	
Computer generated forms		
52.253-1	Computer Generated Forms (Jan 1991)	
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)	

Clauses Incorporated By Full Text

FAR Clause 52.204--2, Security Requirements (Aug 1996)

- (a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."
- (b) The Contractor shall comply with --
- (1) The Security Agreement (DD Form 441), including the *National Industrial Security Program Operating Manual* (DoD 5220.22-M); and
- (2) Any revisions to that manual, notice of which has been furnished to the Contractor.
- (c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.
- (d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of Clause)

FAR Clause 52.204--9, Personal Identity Verification of Contractor Personnel (Jan 2011)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government;
- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.
- (c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.
- (d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It

shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

GSAR Clause 552.204--9, Personal Identity Verification Requirements (Oct 2012)

(a) The contractor shall comply with GSA personal identity verification requirements, identified at <http://www.gsa.gov/hspd12>, if contractor employees require access to GSA controlled facilities or information systems to perform contract requirements.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have access to a GSA-controlled facility or access to a GSA-controlled information system.

(End of clause)

52.208-9, Contractor Use of Mandatory Sources of Supply or Services (OCT 2008)

(a) Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the program operated by the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) under the Javits-Wagner-O'Day Act (41 U.S.C. 48). Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies or services to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

b. The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies or services by the time required, or if the quality of supplies or services provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies or services from other sources until the Contracting Officer has notified the Contractor that the Committee or an AbilityOne central nonprofit agency has authorized purchase from other sources.

c. Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency.

Payments shall be made directly to the source making delivery. Points of contact for AbilityOne central nonprofit agencies are:

1. National Industries for the Blind
1310 Braddock Place
Alexandria, VA 22314-1691
[\(703\) 310-0500](tel:7033100500); and

2. SourceAmerica
8401 Old Courthouse Road
Vienna, VA 22182
[\(571\) 226-4660](tel:(571)226-4660)

(End of clause)

52.217-8, Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

52.222-35, Equal Opportunity for Veterans (Oct 2015)

(a) *Definitions.* As used in this clause--

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate of identify properly the parties and their undertakings.

(End of Clause)

52.222-36, Equal Opportunity for Workers With Disabilities (Jul 2014)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts*. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

Employee Class	Monetary Wage -- Fringe Benefits
	SEE EXHIBIT 8 ATTACHMENT

(End of Clause)

52.223--1, Biobased Product Certification (May 2012)

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of provision)

52.223--2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at www.biopreferred.gov.

(c) In the performance of this contract, the Contractor shall—

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report not later than—

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

(End of clause)

52.223--3, Hazardous Material Identification and Material Safety Data (Jan 1997)

(a) “*Hazardous material*,” as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
----------	--------------------

<i>(If none, insert "None")</i>	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

52.223--4, Recovered Material Certification (May 2008)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

(End of Provision)

52.223--5, Pollution Prevention and Right-To-Know Information (May 2011)

(a) *Definitions. As used in this clause—*

“Toxic chemical” means a chemical or chemical category in listed in 40 CFR 372.65.

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of Section 302 of EPCRA.

(2) The emergency notice requirements of Section 304 of EPCRA

(3) The list of Material Safety Data Sheets required by Section 311 of EPCRA

(4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA

(5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA

(6) The toxic chemical and hazardous substance release and use reduction goals of section 2(e) of Executive Order 13423 and of Executive Order 13514.

(End of Clause)

52.223--9, Estimate of Percentage of Recovered Material Content for EPA--Designated Items (May 2008)

(a) *Definitions. As used in this clause—*

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item.

Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to Contracting Officer.

(End of clause)

52.223--10, Waste Reduction Program (May 2011)

(a) *Definitions.* As used in this clause—

“Recycling” means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

“Waste prevention” means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

“Waste reduction” means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of section 3(e) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract.

(End of Clause)

52.223--11, Ozone -Depleting Substances (Jun 2016)

(a) *Definitions.* As used in this clause--

“Global warming potential” means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon Dioxide’s global warming potential is defined as 1.0.

“High global warming potential hydrofluorocarbons” means any hydrofluorocarbons in a particular end use for which EPA’s Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is

found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (<http://www.epa.gov/snap/>).

“Hydrofluorocarbons” means compounds that only contain hydrogen, fluorine, and carbon.

“Ozone-depleting substance” means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(c) *Reporting.* For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall—

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by—

(i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);

(ii) Contract number; and

(iii) Equipment/appliance;

(2) Report that information to the Contracting Officer for FY16 and to www.sam.gov, for FY17 and after00

(i) Annually by November 30 of each year during contract performance; and

(ii) At the end of contract performance.

(d) The Contractor shall refer to EPA’s SNAP program (available at <http://www.epa.gov/snap>) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at<http://www.epa.gov/snap> .

(End of Clause)

52.223--15, Energy Efficiency In Energy- Consuming Products (Dec 2007)

(a) *Definition.* As used in this clause--

“Energy-efficient product”—

(1) Means a product that—

(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or

(ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy’s Federal Energy Management Program.

(2) The term “product” does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

(b) The Contractor shall ensure that energy-consuming products are energy efficient products (*i.e.*, ENERGY STAR® products or FEMP-designated products) at the time of contract award, for products that are—

(1) Delivered;

(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government; or

(4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless—

(1) The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP; or

(2) Otherwise approved in writing by the Contracting Officer.

(d) Information about these products is available for—

(1) ENERGY STAR® at <http://www.energystar.gov/products>; and

(2) FEMP at http://www1.eere.energy.gov/femp/procurement/eep_requirements.html.

(End of clause)

52.223--17, Affirmative Procurement Of EPA- designated Items In Service And Construction Contracts (May 2008)

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

(End of clause)

52.223--19, Compliance With Environmental Management Systems (May 2011)

The Contractor's work under this contract shall conform with all operational controls identified in the applicable agency or facility Environmental Management Systems and provide monitoring and measurement information necessary for the Government to address environmental performance relative to the goals of the Environmental Management Systems.

(End of clause)

FAR Clause 52.224--1, Privacy Act Notification (Apr 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of Clause)

FAR Clause 52.224--2, Privacy Act (Apr 1984)

(a) The Contractor agrees to --

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies --

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)

(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of Clause)

52.228-16, Performance and Payment Bonds- Other Than Construction (Nov 2006)

(a) *Definitions.* As used in this clause --

"Original contract price" means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to one hundred (100) percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to one hundred (100) percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within 10 days, but in any event, before starting work.

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of

the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the:

U.S. Department of Treasury
Financial Management Service
Surety Bond Branch
3700 East West Highway, Room 6F01
Hyattsville, MD 20782

Or via the internet at <http://www.fms.treas.gov/c570/>

(End of Clause)

GSAR Clause 552.236-75, Use of Premises (Apr 1984)

(a) If the premises are occupied, the Contractor, his subcontractors, and their employees shall comply with the regulations governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.

(b) Any request received by the Contractor from occupants of existing buildings to change the sequence of work shall be referred to the Contracting Officer for determination.

(c) If the premises are occupied, the Contractor, his subcontractors and their employees shall not have access to or be admitted into any building outside the scope of this contract except with official permission.

(End of clause)

FAR Clause 52.239--1, Privacy or Security Safeguards (Aug. 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(End of Clause)

GSAR Clause 552.239--70, Information Technology Security Plan and Security Authorization (Jun 2011)

All offers/bids submitted in response to this solicitation must address the approach for completing the security plan and certification and security authorization requirements as required by the clause at [552.239-71](#), Security Requirements for Unclassified Information Technology Resources.

(End of provision)

GSAR Clause 552.239--71, Security Requirements for Unclassified Information Technology Resources (Jan 2012)

(a) *General.* The Contractor shall be responsible for information technology (IT) security, based on General Services Administration (GSA) risk assessments, for all systems connected to a GSA network or operated by the Contractor for GSA, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor has physical or electronic access to GSA's information that directly supports the mission of GSA, as indicated by GSA. The term information technology, as used in this clause, means any equipment, including telecommunications equipment that is used in the automatic acquisition, storage, manipulation, management, control, display, switching, interchange, transmission, or reception of data or information. This includes major applications as defined by OMB Circular A-130. Examples of tasks that require security provisions include:

- (1) Hosting of GSA e-Government sites or other IT operations;
- (2) Acquisition, transmission, or analysis of data owned by GSA with significant replacement cost should the Contractor's copy be corrupted;
- (3) Access to GSA major applications at a level beyond that granted the general public; *e.g.*, bypassing a firewall; and
- (4) Any new information technology systems acquired for operations within the GSA must comply with the requirements of HSPD-12 and OMB M-11-11. Usage of the credentials must be implemented in accordance with OMB policy and NIST guidelines (*e.g.*, NIST SP 800-116). The system must operate within the GSA's access management environment. Exceptions must be requested in writing and can only be granted by the GSA Senior Agency Information Security Officer.

(b) *IT Security Plan.* The Contractor shall develop, provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with applicable Federal laws that include, but are not limited to, 40 U.S.C. 11331, the Federal Information Security Management Act (FISMA) of 2002, and the E-Government Act of 2002. The plan shall meet IT security requirements in accordance with Federal and GSA policies and procedures. GSA's Office of the Chief Information Officer issued "CIO IT Security Procedural Guide 09-48, Security Language for Information Technology Acquisitions Efforts," to provide IT security standards, policies and reporting requirements. This document is incorporated by reference in all solicitations and contracts or task orders where an information system is contractor owned and operated on behalf of the Federal Government. The guide can be accessed at <http://www.gsa.gov/portal/category/25690>. Specific security requirements not specified in "CIO IT Security Procedural Guide 09-48, Security Language for Information Technology Acquisitions Efforts" shall be provided by the requiring activity.

(c) *Submittal of IT Security Plan.* Within 30 calendar days after contract award, the Contractor shall submit the IT Security Plan to the Contracting Officer and Contracting Officer's Representative (COR) for acceptance. This plan shall be consistent with and further detail the approach contained in the contractor's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as accepted by the Contracting Officer and COR, shall be incorporated into the contract as a compliance document. The Contractor shall comply with the accepted plan.

(d) *Submittal of a Continuous Monitoring Plan.* The Contractor must develop a continuous monitoring strategy that includes:

- (1) A configuration management process for the information system and its constituent components;
- (2) A determination of the security impact of changes to the information system and environment of operation;
- (3) Ongoing security control assessments in accordance with the organizational continuous monitoring strategy;
- (4) Reporting the security state of the information system to appropriate GSA officials; and
- (5) All GSA general support systems and applications must implement continuous monitoring activities in accordance with this guide and NIST SP 800-37 Revision 1, *Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach*.

(e) *Security authorization.* Within six (6) months after contract award, the Contractor shall submit written proof of IT security authorization for acceptance by the Contracting Officer. Such written proof may be furnished either by the Contractor or by a third party. The security authorization must be in accordance with NIST Special Publication 800-37. This security authorization will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This security authorization, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document, and shall include a final security plan, a risk assessment, security test and evaluation, and disaster recovery/continuity of operations plan. The Contractor shall comply with the accepted security authorization documentation.

(f) *Annual verification.* On an annual basis, the Contractor shall submit verification to the Contracting Officer that the IT Security plan remains valid.

(g) *Warning notices.* The Contractor shall ensure that the following banners are displayed on all GSA systems (both public and private) operated by the Contractor prior to allowing anyone access to the system:

<p style="text-align: center;">Government Warning</p> <p style="text-align: center;">**WARNING**WARNING**WARNING**</p>
--

Unauthorized access is a violation of U.S. law and General Services Administration policy, and may result in criminal or administrative penalties. Users shall not access other users or system files without proper authority. Absence of access controls IS NOT authorization for access! GSA information systems and related equipment are intended for communication, transmission, processing and storage of U.S. Government information. These systems and equipment are subject to monitoring by law enforcement and authorized Department officials. Monitoring may result in the acquisition, recording, and analysis of all data being communicated, transmitted, processed or stored in this system by law enforcement and authorized Department officials. Use of this system constitutes consent to such monitoring.

****WARNING**WARNING**WARNING****

(h) *Privacy Act notification.* The Contractor shall ensure that the following banner is displayed on all GSA systems that contain Privacy Act information operated by the Contractor prior to allowing anyone access to the system:

This system contains information protected under the provisions of the Privacy Act of 1974 (Pub. L. 93-579). Any privacy information displayed on the screen or printed shall be protected from unauthorized disclosure. Employees who violate privacy safeguards may be subject to disciplinary actions, a fine of up to \$5,000, or both.

(i) *Privileged or limited privileges access.* Contractor personnel requiring privileged access or limited privileges access to systems operated by the Contractor for GSA or interconnected to a GSA network shall adhere to the specific contract security requirements contained within this contract and/or the Contract Security Classification Specification (DD Form 254).

(j) *Training.* The Contractor shall ensure that its employees performing under this contract receive annual IT security training in accordance with OMB Circular A-130, FISMA, and NIST requirements, as they may be amended from time to time during the term of this contract, with a specific emphasis on the rules of behavior.

(k) *GSA access.* The Contractor shall afford GSA access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, IT systems and devices, and personnel used in performance of the contract, regardless of the location. Access shall be provided to the extent required, in GSA's judgment, to conduct an inspection, evaluation, investigation or audit, including vulnerability testing to safeguard against threats and hazards to the integrity, availability and confidentiality of GSA data or to the function of information technology systems operated on behalf of GSA, and to preserve evidence of computer crime. This information shall be available to GSA upon request.

(l) *Subcontracts.* The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(m) *Notification regarding employees.* The Contractor shall immediately notify the Contracting Officer when an employee either begins or terminates employment when that employee has access to GSA information systems or data. If an employee's employment is terminated, for any reason, access to GSA's information systems or data shall be immediately disabled and the credentials used to access the information systems or data shall be immediately confiscated.

(n) *Termination.* Failure on the part of the Contractor to comply with the terms of this clause may result in termination of this contract.

(End of clause)

Insurance Requirements

(1) The Contractor shall obtain and maintain for the entire life of the Contract, in addition to any insurance required by law, the following minimum kinds and amounts of insurance required pursuant to FAR clause 52.228-5, Insurance – Work on a Government Installation, and GSAR 552.228-5, Government as Additional Insured.

(a) Workers' compensation insurance in the amount required by the jurisdiction in which the Contract is performed. The Contractor shall obtain Employers' liability coverage of at least \$2,000,000. If occupational diseases are not covered by workers' compensation insurance, Employers' liability coverage shall include occupational diseases.

(b) Broad form comprehensive commercial general liability insurance in the amount of at least \$5,000,000 per occurrence. Such insurance shall include, but not be limited to, contractual liability, bodily injury and property damage.

(c) Comprehensive automobile liability covering the operation of all automobiles used in connection with performing the Contract in the amount of at least \$1,000,000 per person and \$2,500,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage.

(2) The Contractor shall require that the licensed design professionals it retains for the Project acquire and maintain professional liability insurance in the amount of \$5,000,000 per claim and shall provide proof to the Contracting Officer.

(3) The Contractor shall promptly provide to the Contracting Officer proof that it has obtained insurance required by the Contract in the form of certificates of insurance. The Contractor shall submit to the Contracting Officer all renewal certificates issued during the life of this Contract immediately upon issuance.

LIMITATION OF GOVERNMENT'S OBLIGATION

a. Contract line item(s) * 1 is incrementally funded. For these item(s), the sum of \$ TBD * of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in Paragraph J of this clause.

b. For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

c. Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor shall be notified that funding is available by email (as annotated on the award document) to the contractor 15 days prior to the incremental funding dates as outlined in

Paragraph J. Notice of funding will also be provided via a website (<https://finance3.gsa.gov>). If after such notification additional funds are not allotted prior to the expiration date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

d. When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor agrees to continue performance in accordance with the contract. The provisions of paragraphs (b) and (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date.

e. If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below in Paragraph J, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

f. The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

g. The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

H. Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

i. Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. § 1342.

j. The parties contemplate that the Government will allot funds to this contract in increments from the date of award in accordance with the following schedule:

Date of contract execution	\$ **
November 1, 2016	\$ **
December 1, 2016	\$ **
January 1, 2017	\$ **
February 1, 2017	\$ **

March 1, 2017	\$ **
April 1, 2017	\$ **
May 1, 2017	\$ **
June 1, 2017	\$ **
July 1, 2017	\$ **
August 1, 2017	\$ **
September 1, 2017	\$ **

** To be inserted after negotiation.

(End of clause)

Strategic Alliance

Federal Acquisition Regulation (FAR) Clause Deviations

Pursuant to the US AbilityOne Commission regulations, government agencies intending to procure services on the procurement list must do so in accordance with rules and regulations of the Commission.

The Commission, SourceAmerica (formerly NISH, Inc.), SourceAmerica associated nonprofit agencies and GSA/PBS concurred with the terms and conditions document contained in the Standard Operating Procedure. Select FAR clauses were tailored to recognize the jurisdiction of the Commission.

In accordance with the FAR 1.404 and General Services Administration Acquisition Manual (GSAM) 501.404, a class deviation from the Federal Acquisition Regulation for FAR Clauses 52.246-4, 52.243-1 and 52.233-1 was approved. The deviation applies to future custodial contracts awarded by GSA/PBS, as a result of the GSA/AbilityOne Strategic Alliance.

Deviation #1 - FAR Clause 52.246-4, Inspection of Services

Recommended change: Modify para (f)(2) "Terminate the contract for default".

Revised Verbiage: "Cancel the contract"

Rationale: This clause was revised to comply with the Code of Federal Regulations, Subtitle B, Title 41, Chapter 51, Part 51-6, Section 51-6.5, which allows for cancellation of contracts but does not allow for termination for default.

Deviation #2 - FAR Clause 52.243-1 - Changes - Fixed Price

Recommended replacing the clause with AbilityOne verbiage.

Revised Verbiage: "When practicable, the Government shall notify the contractor and SourceAmerica (formerly NISH, Inc.) at least 90 days prior to the date that any changes in the statement of work or other condition of performance will be required. If the Government cannot provide at least 90 days notice of the change, it will inform the contractor and SourceAmerica (formerly NISH, Inc.) in the change notice of the reason why the 90 day notice requirement cannot be met."

Rationale: This is a requirement of the Code of Federal Regulations, Subtitle B, Title 41, Chapter 51, Part 51-6, Section 51-6.12, which requires a 90-day notice for contract changes.

Deviation #3 - FAR Clause 52.233-1 - Disputes

Recommended replacing the clause with AbilityOne verbiage.

Revised Verbiage: "Disputes between a nonprofit agency and a contracting activity arising out of matters covered by parts 41 CFR 51-5 and 51-6 should be resolved, where possible, by the Government and the contractor, with assistance from SourceAmerica. Disputes, which cannot be

resolved by these parties, may be referred to the Commission for resolution in accordance with the Commission's Pricing Memorandum No. 19, AbilityOne Price and Price-Related Impasse and Dispute Resolution Procedures. The contractor shall proceed diligently with performance of this contract, pending resolution of any dispute arising under the contract."

Rationale: This is a requirement of the Code of Federal Regulations, Subtitle B, Title 41, Chapter 51, Part 51-6, Section 51-6.15. AbilityOne Pricing Memorandum No. 19 also outlines the Disputes Resolution Process.

ORDER FOR SUPPLIES AND SERVICES				REQUISITION/REFERENCE NUMBER EQ2PQB-17-0001		PAGE OF PAGES 1 5	
1. DATE OF ORDER 12/15/2016		2. ORDER NUMBER GS-P-02-17-PV-0044		3. CONTRACT NUMBER GS-02-P-17-PV-A-0002		4. PDN NUMBER 1B7B01220	
FOR GOVERNMENT USE ONLY	5. ACCOUNTING AND APPROPRIATION DATA						
	FUND	FUNCTION CODE	B/A CODE	CC-A	C/E CODE	FY	REGION
	CC-B	PROJ./PROS NO.	O/C CODE	ORG. CODE	W/ITEM	PRT./CRFT	
6. TO: CONTRACTOR (Name, address and zip code) FEDCAP REHABILITATION SERVICES, INC. 633 3RD AVE 6TH FL NEW YORK, NY 10017-6787 USA					7. TYPE OF ORDER		
8A. Data Universal Numbering System (DUNS) Number 071017115					A. <input type="checkbox"/> PURCHASE Please furnish the following on the terms and conditions specified on the order and the attached sheets, if any, including delivery as indicated.		
					B. <input type="checkbox"/> DELIVERY (For Supplies) This delivery order is issued subject to the terms and conditions of the above numbered contract.		
9A. BUSINESS CLASSIFICATION <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. SMALL DISADVANTAGED <input type="checkbox"/> d. WOMAN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL <input type="checkbox"/> g. VETERAN <input type="checkbox"/> h. SERVICE DISABLED VETERAN					C. <input type="checkbox"/> TASK ORDER (For Services) This task order is issued subject to the terms and conditions of the above numbered contract.		
					D. MODIFICATION NUMBER AUTHORITY FOR ISSUING Except as provided herein, all terms and conditions of the original order, as heretofore mentioned, remain unchanged.		
10. ISSUING OFFICE (Address, Zip Code, and Telephone Number) OPERATIONS BRANCH B 1 WORLD TRADE CENTER NEW YORK, NY 10007					11. REMITTANCE ADDRESS (MANDATORY) (b) (4)		
13. PLACE OF INSPECTION AND ACCEPTANCE 1 WORLD TRADE CENTER NEW YORK, NY 10007					14. REQUISITION OFFICE (Name, Symbol and Telephone Number) 2PQB, OPERATIONS BRANCH B		
15. F.O.B. POINT		16. GOVERNMENT B/L NUMBER		17. DELIVERY F.O.B. POINT		18. PAYMENT/DISCOUNT TERMS	
19. SCHEDULE							
ITEM NUMBER (A)	SUPPLIES OR SERVICES (B)			QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	See below for additional information						
20. RECEIVING OFFICE (Name, Symbol and Telephone Number) OPERATIONS BRANCH B 1 WORLD TRADE CENTER NEW YORK, NY 10007						TOTAL FROM 300-A(s)	\$1,566,581.37
21. MAIL INVOICE TO: (Electronic Invoice Preferred) GENERAL SERVICES ADMINISTRATION PBS Payments Branch P.O. Box 17181 Ft. Worth, TX 76102-0181				22. GROSS SHIP WEIGHT		GRAND TOTAL	\$1,566,581.37
				23. SHIPPING POINT			
24A. FOR INQUIRIES REGARDING PAYMENT CONTACT: patrick.mullen@gsa.gov						24B. TELEPHONE NUMBER (212) 306-4935	
25A. NAME AND TITLE OF OFFEROR/CONTRACTOR Steven Coons, VP Facilities Management				26A. UNITED STATES OF AMERICA (NAME OF CONTRACTING/ORDERING OFFICER) Lawrence Eng			
25C. DATE SIGNED 12/15/16				26B. SIGNATURE (b) (6)		26C. DATE SIGNED 12/15/2016	

GSA300 List of Accounting Strings

Accounting String	Amount Obligated
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0130ZZ.....	(b) (5)
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0351ZZ.....	
1B7B01220.2017.192X.02.P0225100.PG61.PGA11.K08..NY0282ZZ.....	
1B7B01220.2017.192X.02.P0221100.PG61.PGA11.K08..NY0369ZZ.....	
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0350ZZ.....	
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0323ZZ.....	
1B7B01220.2017.192X.02.P0221100.PG61.PGA11.K08..NY0128ZZ.....	
1B7B01220.2017.192X.02.P0225100.PG61.PGA11.K08..NY0311ZZ.....	

ORDER FOR SUPPLIES AND SERVICES *(Continuation)***THIS NUMBER MUST APPEAR ON ALL PACKAGES AND PAPERS RELATING TO THIS ORDER**PAGE 3
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PDN NUMBER

DATE

12/1/2016

ORDER NUMBER

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
0001	Manhattan Consolidated Custodial - Base Period (1/1/17 - 12/31/17) Manhattan Consolidated Custodial - Thurgood Marshall U.S. Courthouse, Daniel Patrick Moynihan U.S. Courthouse, U.S. Court of International Trade, Ronald H. Brown United States Mission to the United Nations Building, Ted Weiss Federal Building, Silvio V. Mollo Federal Building, Jacob K. Javits Federal Building, Federal Office Building at 201 Varick Street, Howard Street Garage, 203-209 Centre Street 1B7B01220.2017.192X.02.P0225200 .PG61.PGA11.K08..NY0351ZZ..... .. Obligated: (b) (4) 1B7B01220.2017.192X.02.P0225200 .PG61.PGA11.K08..NY0350ZZ..... .. Obligated: (b) (4) 1B7B01220.2017.192X.02.P0225200 .PG61.PGA11.K08..NY0130ZZ..... .. Obligated: (b) (4) 1B7B01220.2017.192X.02.P0225100 .PG61.PGA11.K08..NY0311ZZ.....	12	MO	(b) (4)	

ORDER FOR SUPPLIES AND SERVICES *(Continuation)*

THIS NUMBER MUST APPEAR ON ALL PACKAGES AND PAPERS RELATING TO THIS ORDER

PAGE 4
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PDN NUMBER

DATE

ORDER NUMBER

12/1/2016

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	<p>..</p> <p>Obligated: \$(b) (4)</p> <p>1B7B01220.2017.192X.02.P0225100</p> <p>.PG61.PGA11.K08..NY0282ZZ.....</p> <p>..</p> <p>Obligated: (b) (4)</p> <p>1B7B01220.2017.192X.02.P0221100</p> <p>.PG61.PGA11.K08..NY0369ZZ.....</p> <p>..</p> <p>Obligated: (b) (4)</p> <p>1B7B01220.2017.192X.02.P0225200</p> <p>.PG61.PGA11.K08..NY0323ZZ.....</p> <p>..</p> <p>Obligated: (b) (4)</p> <p>1B7B01220.2017.192X.02.P0221100</p> <p>.PG61.PGA11.K08..NY0128ZZ.....</p> <p>..</p> <p>Obligated: \$(b) (4)</p> <p>PoP: 01/01/2017 - 12/31/2017</p>				
0002	<p>Direct Labor Straight Time</p> <p>Direct Labor Straight Time</p> <p>PoP: 01/01/2017 - 12/31/2017</p>	0	HR		
0003	<p>Direct Labor Overtime</p> <p>Direct Labor Overtime</p> <p>PoP: 01/01/2017 - 12/31/2017</p>	0	HR		
0004	<p>Supervisor Straight Time</p>	0	HR		

ORDER FOR SUPPLIES AND SERVICES *(Continuation)***THIS NUMBER MUST APPEAR ON ALL PACKAGES AND PAPERS RELATING TO THIS ORDER****PAGE 5
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PDN NUMBER

DATE

ORDER NUMBER

12/1/2016

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
0005	Supervisor Straight Time PoP: 01/01/2017 - 12/31/2017	0	HR	(b) (4)	
0006	Supervisor Overtime Supervisor Overtime PoP: 01/01/2017 - 12/31/2017	0	HR		
0007	Manager Straight Time Manager Straight Time PoP: 01/01/2017 - 12/31/2017	0	HR		
0008	Manager Overtime Manager Overtime PoP: 01/01/2017 - 12/31/2017	0	HR		
0009	Working Leader Straight Time Working Leader Straight Time PoP: 01/01/2017 - 12/31/2017	0	HR		
	Working Leader Overtime Working Leader Overtime PoP: 01/01/2017 - 12/31/2017	0	HR		

LIMITATION OF GOVERNMENT'S OBLIGATION

(a) Contract line item 0001 is incrementally funded. For these item(s), the sum of (b) (4) of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in Paragraph (J) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor shall be notified that funding is available by email (as annotated on the award document) to the contractor 15 days prior to the incremental funding dates as outlined in Paragraph J. Notice of funding will also be provided via a website (<https://finance3.gsa.gov>). If after such notification additional funds are not allotted prior to the expiration date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor agrees to continue performance in accordance with the contract. The provisions of paragraphs (b) and (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below in Paragraph J, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. § 1342.

(j) The parties contemplate that the Government will allot funds to this contract in increments from the date of award in accordance with the following schedule:

Date of Contract Execution		(b) (4)
February 1, 2017		
March 1, 2017		
April 1, 2017		
May 1, 2017		
June 1, 2017		
July 1, 2017		
August 1, 2017		
September 1, 2017		
November 1, 2017		
December 1, 2017		

The following is hereby incorporated into this contract:

1) Award Base Year (1/01/2017 - 12/31/2017) The negotiated base year award amount is \$1,566,581.37 per month / \$18,798,976.44 per year. The certification of funding reflects only one month (January 1, 2017 to January 31, 2017) of funding in the amount of (b) (4). The remaining 11 months are subject to the Limitation of Government's Obligation contract clause (See Item 2 below) and will be funded in one-month increments. The contractor will be sent an e-mail when the subsequent monthly increment of funding is approved.

2) Incorporates the attached Limitation of Government's Obligation clause into this contract.

CONTRACTOR E-MAIL: (b) (4)@fedcap.org

CONTRACTING OFFICER E-MAIL: lawrence.eng@gsa.gov

3) Delegates Administrative Contracting Officer authority to: Michelle Coleman
(Michelle.Coleman@gsa.gov. See attached Delegation of Authority Letter)

4) Incorporated by reference are the following Service Contract Act - Wage Determination No. 1977-0225 Revision 57

This award is a fixed price incrementally funded building service contract. The certification of funding reflects only one month of funding in the amount of (b) (4) for the period of performance of 1/01/2017 to 1/31/2017. The remaining 11 months are subject to the Limitation of Government's Obligation clause which is attached and the remaining months will be funded in one-month increments. The PBS Office of Acquisition Management has been delegated administrative contracting officer (ACO) authority to ensure that the incremental funding is obligated in accordance with the schedule contained in the Limitation of Government's Obligation contract clause. The contractor will be sent an email to the below email address when the subsequent monthly increment of funding is provided. CONTRACTOR E-MAIL:

(b) (4)@fedcap.org CONTRACTING OFFICER E-MAIL: lawrence.eng@gsa.gov

Solicitation No.: GS-02P-16-PV-SL30
Consolidated Custodial Services Contract Pricing

Building	Building Name	Base Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4
		01/01/2017 - 12/31/2017	01/01/2017 - 12/31/2018	01/01/2017 - 12/31/2019	01/01/2017 - 12/31/2020	01/01/2017 - 12/31/2021
		Monthly Pricing	Monthly Pricing	Monthly Pricing	Monthly Pricing	Monthly Pricing
1	Thurgood Marshall U.S. Courthouse	(b) (4)				
2	Daniel Patrick Moynihan U.S. Courthouse					
3	U.S. Court of International Trade					
4	Ronald H. Brown United States Mission to the United Nations Building					
5	Ted Weiss Federal Building					
6	Silvio V. Molloy Federal Building					
7	Jacob K. Javits Federal Building					
8	Federal Office Building at 201 Varick Street					
9	Howard Street Garage, 203-209 Centre Street					
Total Monthly Cost =						
Total Annual Cost =						

Additional Service (Labor Only)	Base Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4
	01/01/2017 - 12/31/2017	01/01/2017 - 12/31/2018	01/01/2017 - 12/31/2019	01/01/2017 - 12/31/2020	01/01/2017 - 12/31/2021
	Hourly Pricing	Hourly Pricing	Hourly Pricing	Hourly Pricing	Hourly Pricing
Direct Labor Straight Time	(b) (4)				
Direct Labor Overtime					
Supervisor Straight Time					
Supervisor Overtime					
Manager Straight Time					
Manager Overtime					
Working Leader Straight Time					
Working Leader Overtime					

Solicitation No.: GS-02P-16-PV-SL30
Consolidated Custodial Services Contract Pricing
Base Year

Building	Building Name	C.1.0.10 Holiday Services Per Hour	C.5.1.21 Fitness Center Per Month	C.6.1 - Carpet Extraction Per SF	C.6.2 - External Window Washing Per Occurrence	C.6.3 - Washing Blinds & Coverings Per Occurrence	C.6.4 - Building Exterior Pressure Washing & Steam Cleaning Per
1	Thurgood Marshall U.S. Courthouse	See Additional Service Labor Rates	(b) (4)				
2	Daniel Patrick Moynihan U.S. Courthouse	See Additional Service Labor Rates					
3	U.S. Court of International Trade	See Additional Service Labor Rates					
4	Ronald H. Brown United States Mission to the United Nations Building	See Additional Service Labor Rates					
5	Ted Weiss Federal Building	See Additional Service Labor Rates					
6	Silvio V. Molloy Federal Building	See Additional Service Labor Rates					
7	Jacob K. Javits Federal Building	See Additional Service Labor Rates					
8	Federal Office Building at 201 Varick Street	See Additional Service Labor Rates					
9	Howard Street Garage, 203-209 Centre Street	See Additional Service Labor Rates					

Building	Building Name	C.6.5 - Tree Thinning Per Occurrence	C.6.6 - Planting Government-Furnished Trees and Plants (In ground or planters) Per Occurrence	C.6.7 - Snow And Ice Removal For Areas Requiring Heavy Equipment Per Occurrence	C.10.1.4 Pick-ups on call: Solid Waste/Trash Per Occurrence	C.10.2.4 Pick-ups on call: Recyclables Per Occurrence	C.5.4.2 Composting Per Occurrence
1	Thurgood Marshall U.S. Courthouse	(b) (4)					
2	Daniel Patrick Moynihan U.S. Courthouse						
3	U.S. Court of International Trade						
4	Ronald H. Brown United States Mission to the United Nations Building						
5	Ted Weiss Federal Building						
6	Silvio V. Molloy Federal Building						
7	Jacob K. Javits Federal Building						
8	Federal Office Building at 201 Varick Street						
9	Howard Street Garage, 203-209 Centre Street						

Solicitation No.: GS-02P-16-PV-SL30
Consolidated Custodial Services Contract Pricing
Option Year 1

Building	Building Name	C.1.0.10 Holiday Services Per Hour	C.5.1.21 Fitness Center Per Month	C.6.1 - Carpet Extraction Per SF	C.6.2 - External Window Washing Per Occurrence	C.6.3 - Washing Blinds & Coverings Per Occurrence	C.6.4 - Building Exterior Pressure Washing & Steam Cleaning Per Occurrence
1	Thurgood Marshall U.S. Courthouse	See Additional Service Labor Rates	(b) (4)				
2	Daniel Patrick Moynihan U.S. Courthouse	See Additional Service Labor Rates					
3	U.S. Court of International Trade	See Additional Service Labor Rates					
4	Ronald H. Brown United States Mission to the United Nations Building	See Additional Service Labor Rates					
5	Ted Weiss Federal Building	See Additional Service Labor Rates					
6	Silvio V. Mollo Federal Building	See Additional Service Labor Rates					
7	Jacob K. Javits Federal Building	See Additional Service Labor Rates					
8	Federal Office Building at 201 Varick Street	See Additional Service Labor Rates					
9	Howard Street Garage, 203-209 Centre Street	See Additional Service Labor Rates					

Building	Building Name	C.6.5 - Tree Thinning Per Occurrence	C.6.6 - Planting Government-Furnished Trees and Plants (In ground or planters) Per Occurrence	C.6.7 - Snow And Ice Removal For Areas Requiring Heavy Equipment Per Occurrence	C.10.1.4 Pick-ups on call: Solid Waste/Trash Per Occurrence	C.10.2.4 Pick-ups on call: Recyclables Per Occurrence	C.5.4.2 Composting Per Occurrence
1	Thurgood Marshall U.S. Courthouse	(b) (4)					
2	Daniel Patrick Moynihan U.S. Courthouse						
3	U.S. Court of International Trade						
4	Ronald H. Brown United States Mission to the United Nations Building						
5	Ted Weiss Federal Building						
6	Silvio V. Mollo Federal Building						
7	Jacob K. Javits Federal Building						
8	Federal Office Building at 201 Varick Street						
9	Howard Street Garage, 203-209 Centre Street						

Solicitation No.: GS-02P-16-PV-SL30
Consolidated Custodial Services Contract Pricing
Option Year 2

Building	Building Name	C.1.0.10 Holiday Services Per Hour	C.5.1.21 Fitness Center Per Month	C.6.1 - Carpet Extraction Per SF	C.6.2 - External Window Washing Per Occurrence	C.6.3 - Washing Blinds & Coverings Per Occurrence	C.6.4 - Building Exterior Pressure Washing & Steam Cleaning Per Occurrence
1	Thurgood Marshall U.S. Courthouse	See Additional Service Labor Rates	(b) (4)				
2	Daniel Patrick Moynihan U.S. Courthouse	See Additional Service Labor Rates					
3	U.S. Court of International Trade	See Additional Service Labor Rates					
4	Ronald H. Brown United States Mission to the United Nations Building	See Additional Service Labor Rates					
5	Ted Weiss Federal Building	See Additional Service Labor Rates					
6	Silvio V. Mollo Federal Building	See Additional Service Labor Rates					
7	Jacob K. Javits Federal Building	See Additional Service Labor Rates					
8	Federal Office Building at 201 Varick Street	See Additional Service Labor Rates					
9	Howard Street Garage, 203-209 Centre Street	See Additional Service Labor Rates					

Building	Building Name	C.6.5 - Tree Thinning Per Occurrence	C.6.6 - Planting Government-Furnished Trees and Plants (In ground or planters) Per Occurrence	C.6.7 - Snow And Ice Removal For Areas Requiring Heavy Equipment Per Occurrence	C.10.1.4 Pick-ups on call: Solid Waste/Trash Per Occurrence	C.10.2.4 Pick-ups on call: Recyclables Per Occurrence	C.5.4.2 Composting Per Occurrence
1	Thurgood Marshall U.S. Courthouse	(b) (4)					
2	Daniel Patrick Moynihan U.S. Courthouse						
3	U.S. Court of International Trade						
4	Ronald H. Brown United States Mission to the United Nations Building						
5	Ted Weiss Federal Building						
6	Silvio V. Mollo Federal Building						
7	Jacob K. Javits Federal Building						
8	Federal Office Building at 201 Varick Street						
9	Howard Street Garage, 203-209 Centre Street						

Solicitation No.: GS-02P-16-PV-SL30
Consolidated Custodial Services Contract Pricing
Option Year 3

Building	Building Name	C.1.0.10 Holiday Services Per Hour	C.5.1.21 Fitness Center Per Month	C.6.1 - Carpet Extraction Per SF	C.6.2 - External Window Washing Per Occurrence	C.6.3 - Washing Blinds & Coverings Per Occurrence	C.6.4 - Building Exterior Pressure Washing & Steam Cleaning Per Occurrence
1	Thurgood Marshall U.S. Courthouse	See Additional Service Labor Rates	(b) (4)				
2	Daniel Patrick Moynihan U.S. Courthouse	See Additional Service Labor Rates					
3	U.S. Court of International Trade	See Additional Service Labor Rates					
4	Ronald H. Brown United States Mission to the United Nations Building	See Additional Service Labor Rates					
5	Ted Weiss Federal Building	See Additional Service Labor Rates					
6	Silvio V. Molloy Federal Building	See Additional Service Labor Rates					
7	Jacob K. Javits Federal Building	See Additional Service Labor Rates					
8	Federal Office Building at 201 Varick Street	See Additional Service Labor Rates					
9	Howard Street Garage, 203-209 Centre Street	See Additional Service Labor Rates					

Building	Building Name	C.6.5 - Tree Thinning Per Occurrence	C.6.6 - Planting Government-Furnished Trees and Plants (In ground or planters) Per Occurrence	C.6.7 - Snow And Ice Removal For Areas Requiring Heavy Equipment Per Occurrence	C.10.1.4 Pick-ups on call: Solid Waste/Trash Per Occurrence	C.10.2.4 Pick-ups on call: Recyclables Per Occurrence	C.5.4.2 Composting Per Occurrence
1	Thurgood Marshall U.S. Courthouse	(b) (4)					
2	Daniel Patrick Moynihan U.S. Courthouse						
3	U.S. Court of International Trade						
4	Ronald H. Brown United States Mission to the United Nations Building						
5	Ted Weiss Federal Building						
6	Silvio V. Molloy Federal Building						
7	Jacob K. Javits Federal Building						
8	Federal Office Building at 201 Varick Street						
9	Howard Street Garage, 203-209 Centre Street						

Solicitation No.: GS-02P-16-PV-SL30
Consolidated Custodial Services Contract Pricing
Option Year 4

Building	Building Name	C.1.0.10 Holiday Services Per Hour	C.5.1.21 Fitness Center Per Month	C.6.1 - Carpet Extraction Per SF	C.6.2 - External Window Washing Per Occurrence	C.6.3 - Washing Blinds & Coverings Per Occurrence	C.6.4 - Building Exterior Pressure Washing & Steam Cleaning Per Occurrence
1	Thurgood Marshall U.S. Courthouse	See Additional Service Labor Rates	(b) (4)				
2	Daniel Patrick Moynihan U.S. Courthouse	See Additional Service Labor Rates					
3	U.S. Court of International Trade	See Additional Service Labor Rates					
4	Ronald H. Brown United States Mission to the United Nations Building	See Additional Service Labor Rates					
5	Ted Weiss Federal Building	See Additional Service Labor Rates					
6	Silvio V. Mollo Federal Building	See Additional Service Labor Rates					
7	Jacob K. Javits Federal Building	See Additional Service Labor Rates					
8	Federal Office Building at 201 Varick Street	See Additional Service Labor Rates					
9	Howard Street Garage, 203-209 Centre Street	See Additional Service Labor Rates					

Building	Building Name	C.6.5 - Tree Thinning Per Occurrence	C.6.6 - Planting Government-Furnished Trees and Plants (In ground or planters) Per Occurrence	C.6.7 - Snow And Ice Removal For Areas Requiring Heavy Equipment Per Occurrence	C.10.1.4 Pick-ups on call: Solid Waste/Trash Per Occurrence	C.10.2.4 Pick-ups on call: Recyclables Per Occurrence	C.5.4.2 Composting Per Occurrence
1	Thurgood Marshall U.S. Courthouse	(b) (4)					
2	Daniel Patrick Moynihan U.S. Courthouse						
3	U.S. Court of International Trade						
4	Ronald H. Brown United States Mission to the United Nations Building						
5	Ted Weiss Federal Building						
6	Silvio V. Mollo Federal Building						
7	Jacob K. Javits Federal Building						
8	Federal Office Building at 201 Varick Street						
9	Howard Street Garage, 203-209 Centre Street						

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 16 PAGES		
2. AMENDMENT/MODIFICATION NO. PS01		3. EFFECTIVE DATE 12/1/2016		4. REQUISITION/PURCHASE REQ. NO. EQ2PQB-17-0001		5. PROJECT NO. (If applicable)	
6. ISSUED BY OPERATIONS BRANCH B 1 WORLD TRADE CENTER NEW YORK, NY 10007		7. ADMINISTERED BY (If other than Item 6)		CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FEDCAP REHABILITATION SERVICES, INC. 633 3RD AVE 6TH FL NEW YORK, NY 10017 DUNS: 071017115 Cage Code: 8A849				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.			
				<input type="checkbox"/> 9B. DATED (SEE ITEM 11)			
				<input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. GS02P17PVA0002/GSP0217PV0044			
				<input type="checkbox"/> 10B. DATED (SEE ITEM 13) Dec 15, 2016			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) Modification Obligation Amount: (b) (4)							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
<input type="checkbox"/>							
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243						
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Attached							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) (b) (6)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lawrence Eng, Contract Specialist			
15C. DATE SIGNED 4/11/17				16C. DATE SIGNED 4/11/17			
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

- (a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.
- (b) Item 3 (Effective date).
- (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
- (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
- (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
- (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
- (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.
- (c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.
- (d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.
- (e) Item 9, (Amendment of Solicitation No. - Dated), and 10, (Modification of Contract/Order No. - Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.
- (f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries.
- (1) Accounting classification _____
Net increase \$ _____
- (2) Accounting classification _____
Net decrease \$ _____
- NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".
- (g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)
- (h) Item 14 (Description of Amendment/Modification).
- (1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document
- (2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:
- (i) Total contract price increased by \$ _____
- (ii) Total contract price decreased by \$ _____
- (iii) Total contract price unchanged.
- (3) State reason for modification.
- (4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.
- (5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to --
- (i) A reference to the letter determination; and
- (ii) A statement of the net amount determined to be due in settlement of the contract.
- (6) Include subject matter or short title of solicitation/contract where feasible.
- (i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

Description of Amendment/Modification

See attached.

SF30 List of Accounting Strings

Accounting String	Amount Obligated
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0130ZZ.....	(b) (4)
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0351ZZ.....	
1B7B01220.2017.192X.02.P0225100.PG61.PGA11.K08..NY0282ZZ.....	
1B7B01220.2017.192X.02.P0221100.PG61.PGA11.K08..NY0369ZZ.....	
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0350ZZ.....	
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0323ZZ.....	
1B7B01220.2017.192X.02.P0221100.PG61.PGA11.K08..NY0128ZZ.....	
1B7B01220.2017.192X.02.P0225100.PG61.PGA11.K08..NY0311ZZ.....	

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					5	8
ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT	
0001	Manhattan Consolidated Custodial - Base Period (1/1/17 - 12/31/17) Manhattan Consolidated Custodial - Thurgood Marshall U.S. Courthouse, Daniel Patrick Moynihan U.S. Courthouse, U.S. Court of International Trade, Ronald H. Brown United States Mission to the United Nations Building, Ted Weiss Federal Building, Silvio V. Mollo Federal Building, Jacob K. Javits Federal Building, Federal Office Building at 201 Varick Street, Howard Street Garage, 203-209 Centre Street. 1B7B01220.2017.192X.02.P0225100 .PG61.PGA11.K08..NY0311ZZ..... .. (b) (4) 1B7B01220.2017.192X.02.P0225200 .PG61.PGA11.K08..NY0323ZZ..... .. (b) (4) 1B7B01220.2017.192X.02.P0221100 .PG61.PGA11.K08..NY0369ZZ..... .. (b) (4) 1B7B01220.2017.192X.02.P0225200 .PG61.PGA11.K08..NY0351ZZ.....				(b) (4)	

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ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT	
0001A	.. (b) (4)					
	1B7B01220.2017.192X.02.P0221100 .PG61.PGA11.K08..NY0128ZZ.....					
	.. (b) (4)					
	1B7B01220.2017.192X.02.P0225200 .PG61.PGA11.K08..NY0130ZZ.....					
	.. (b) (4)					
	1B7B01220.2017.192X.02.P0225200 .PG61.PGA11.K08..NY0350ZZ.....					
	.. (b) (4)					
	1B7B01220.2017.192X.02.P0225100 .PG61.PGA11.K08..NY0282ZZ.....					
	.. (b) (4)					
	PoP: 01/01/2017 - 12/31/2017					
	Manhattan Consolidated Custodial - Base Period (1/1/17 - 3/31/17) Manhattan Consolidated Custodial - Thurgood Marshall U.S. Courthouse, Daniel Patrick Moynihan U.S. Courthouse, U.S. Court of International Trade, Ronald H. Brown United States Mission to the United Nations	3	MO	(b) (4)		

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					7	8
ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT	
0001B	Building, Ted Weiss Federal Building, Silvio V. Mollo Federal Building, Jacob K. Javits Federal Building, Federal Office Building at 201 Varick Street, Howard Street Garage, 203-209 Centre Street. PoP: 01/01/2017 - 12/31/2017	9	MO	(b) (4)		
	Manhattan Consolidated Custodial - Base Period (4/1/17 - 12/31/17) Manhattan Consolidated Custodial - Thurgood Marshall U.S. Courthouse, Daniel Patrick Moynihan U.S. Courthouse, U.S. Court of International Trade, Ronald H. Brown United States Mission to the United Nations Building, Ted Weiss Federal Building, Silvio V. Mollo Federal Building, Jacob K. Javits Federal Building, Federal Office Building at 201 Varick Street, Howard Street Garage, 203-209 Centre Street. PoP: 01/01/2017 - 12/31/2017					
0002	Direct Labor Straight Time Direct Labor Straight Time PoP: 01/01/2017 - 12/31/2017	0	HR			
0003	Direct Labor Overtime Direct Labor Overtime PoP: 01/01/2017 - 12/31/2017	0	HR			

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					8	8
ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT	
0004	Supervisor Straight Time Supervisor Straight Time PoP: 01/01/2017 - 12/31/2017	0	HR	(b) (4)		
0005	Supervisor Overtime Supervisor Overtime PoP: 01/01/2017 - 12/31/2017	0	HR			
0006	Manager Straight Time Manager Straight Time PoP: 01/01/2017 - 12/31/2017	0	HR			
0007	Manager Overtime Manager Overtime PoP: 01/01/2017 - 12/31/2017	0	HR			
0008	Working Leader Straight Time Working Leader Straight Time PoP: 01/01/2017 - 12/31/2017	0	HR			
0009	Working Leader Overtime Working Leader Overtime PoP: 01/01/2017 - 12/31/2017	0	HR			

LIMITATION OF GOVERNMENT'S OBLIGATION

(a) Contract line item 0001B is incrementally funded. For these item(s), the sum of (b) (4) the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in Paragraph (J) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor shall be notified that funding is available by email (as annotated on the award document) to the contractor 15 days prior to the incremental funding dates as outlined in Paragraph J. Notice of funding will also be provided via a website (<https://finance3.gsa.gov>). If after such notification additional funds are not allotted prior to the expiration date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor agrees to continue performance in accordance with the contract. The provisions of paragraphs (b) and (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below in Paragraph J, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. § 1342.

(j) The parties contemplate that the Government will allot funds to this contract in increments from the date of award in accordance with the following schedule:

Date of Modification Execution	(b) (4)
May 1, 2017	
June 1, 2017	
July 1, 2017	
August 1, 2017	
September 1, 2017	
November 1, 2017	
December 1, 2017	

Modification No. PS01 is hereby being issued to reduce the monthly cost of NY0282ZZ (effective April 1, 2017), increase the monthly cost of NY0128ZZ (effective April 1, 2017) and to reconcile the up to March 2017. Breakdown of accounting data is as follows:

Reconciliation up to March 2017 (total of 3 months)		
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0351ZZ.....	(b) (4)	
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0350ZZ.....		
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0130ZZ.....		
1B7B01220.2017.192X.02.P0221100.PG61.PGA11.K08..NY0128ZZ.....		
1B7B01220.2017.192X.02.P0225100.PG61.PGA11.K08..NY0282ZZ.....		
1B7B01220.2017.192X.02.P0221100.PG61.PGA11.K08..NY0369ZZ.....		
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0323ZZ.....		
1B7B01220.2017.192X.02.P0225100.PG61.PGA11.K08..NY0311ZZ.....		
Subtotal =		
Monthly from April 2017 through December 2017		
	April 2017	Remainder
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0351ZZ.....	(b) (4)	
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0350ZZ.....		
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0130ZZ.....		
1B7B01220.2017.192X.02.P0221100.PG61.PGA11.K08..NY0128ZZ.....		
1B7B01220.2017.192X.02.P0225100.PG61.PGA11.K08..NY0282ZZ.....		
1B7B01220.2017.192X.02.P0221100.PG61.PGA11.K08..NY0369ZZ.....		
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0323ZZ.....		
1B7B01220.2017.192X.02.P0225100.PG61.PGA11.K08..NY0311ZZ.....		
Subtotal =		

MODIFICATION TRACKING SPREADSHEET

LOCATION:	Manhattan Consolidated Custodial
CONTRACT INSTRUMENT:	GS-02-P-17-PV-A-0002, GS-P-02-17-PV-0044, Mod PS01
CONTRACTOR:	FEDCAP REHABILITATION SERVICES, INC.
SERVICES PROVIDED:	Custodial and Related Services
EFFECTIVE PERIOD:	01/01/17 - 12/31/17

Based upon data from:
Service Contract Act Wage Determination No. 1997-0225; Revision No. 57

Period of Performance	Start	End	O&M	Escalation / Reduction	Monthly	Annual
Base Period	01/01/17	03/31/17	█		█	\$ 4,699,744.11
Modification No. PS01	04/01/17	12/31/17	█		█	\$ 14,030,819.91
Option Year 1	01/01/18	12/31/18	\$			\$ -
Option Year 2	01/01/19	12/31/19	(b) (4)			
Option Year 3	01/01/20	12/31/20				
Option Year 4	01/01/21	12/31/21				

COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 020494
LOCATION: 26 Federal Plaza
New York, NY

CNA: SourceAmerica

Dates: 1/1/17 - 12/31/21

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 020494
LOCATION: 26 Federal Plaza
New York, NY

(X) DIRECT LABOR
() INDIRECT LABOR

(b) (4)

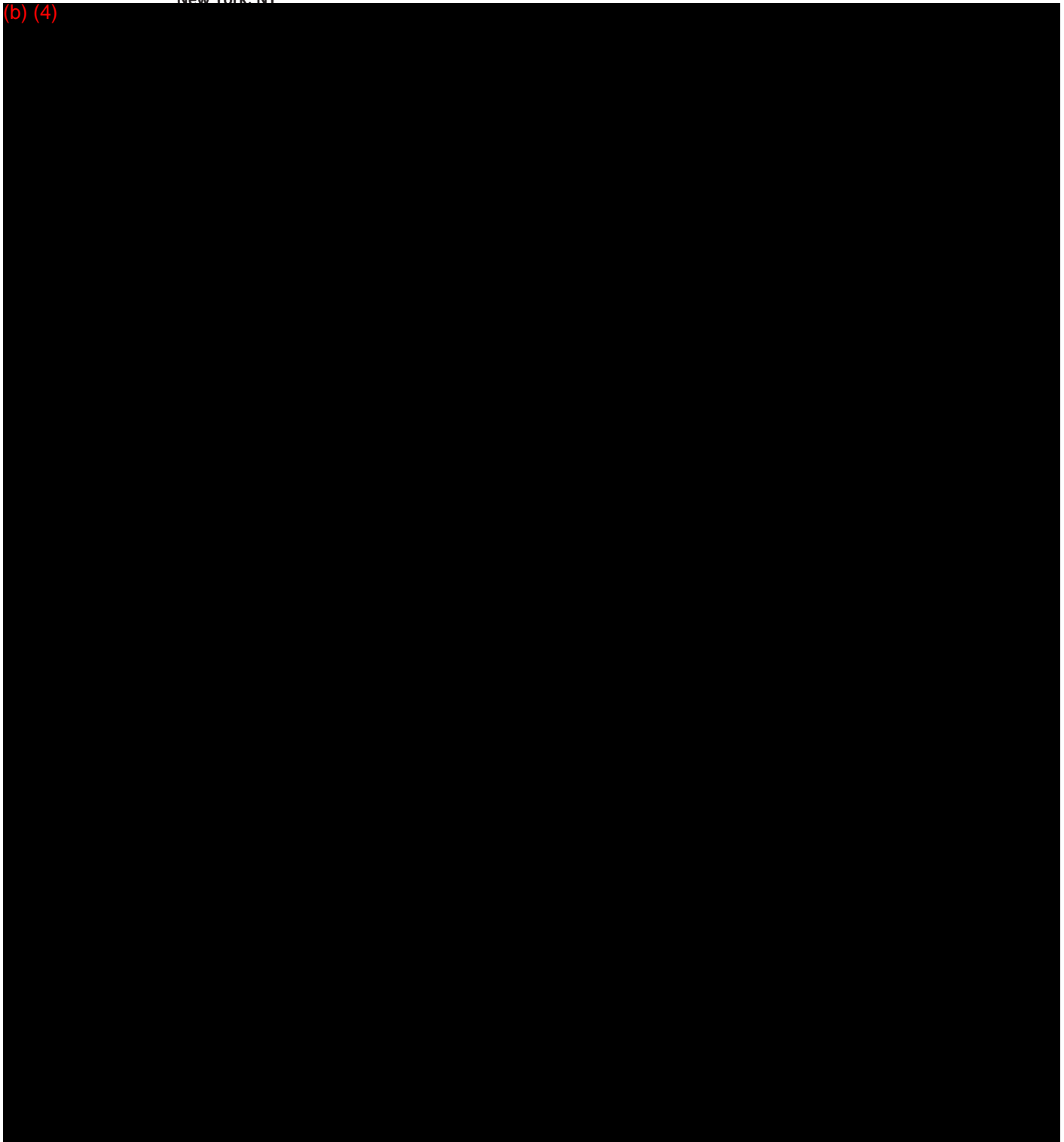


COST BREAKDOWN-SERVICES

SERVICE: **Janitorial**
PROJECT #: **020034**
LOCATION: **201 Varick Street**
New York, NY

CNA: **SourceAmerica**

DATES: **1/1/17 - 12/31/21**



COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 020034
LOCATION: 201 Varick Street
New York, NY

☒ (X) DIRECT LABOR
☐ () INDIRECT LABOR

(b) (4)



Description of Amendment/Modification

EQ2PQB-17-0001-M0003 - Include Jacob K. Javits Federal Plaza Fitness Center (b) (4) per month, effective 5/1/17.

SF30 List of Accounting Strings

Accounting String	Amount Obligated
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0130ZZ.....	(b) (4)
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0351ZZ.....	
1B7B01220.2017.192X.02.P0225100.PG61.PGA11.K08..NY0282ZZ.....	
1B7B01220.2017.192X.02.P0221100.PG61.PGA11.K08..NY0369ZZ.....	
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0350ZZ.....	
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0323ZZ.....	
1B7B01220.2017.192X.02.P0221100.PG61.PGA11.K08..NY0128ZZ.....	
1B7B01220.2017.192X.02.P0225100.PG61.PGA11.K08..NY0311ZZ.....	

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					5	8
ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT	
0001	Manhattan Consolidated Custodial - Base Period (1/1/17 - 12/31/17) Manhattan Consolidated Custodial - Thurgood Marshall U.S. Courthouse, Daniel Patrick Moynihan U.S. Courthouse, U.S. Court of International Trade, Ronald H. Brown United States Mission to the United Nations Building, Ted Weiss Federal Building, Silvio V. Mollo Federal Building, Jacob K. Javits Federal Building, Federal Office Building at 201 Varick Street, Howard Street Garage, 203-209 Centre Street. 1B7B01220.2017.192X.02.P0225100 .PG61.PGA11.K08..NY0311ZZ..... .. (b) (4) 1B7B01220.2017.192X.02.P0221100 .PG61.PGA11.K08..NY0369ZZ..... .. (b) (4) 1B7B01220.2017.192X.02.P0225200 .PG61.PGA11.K08..NY0323ZZ..... .. (b) (4) 1B7B01220.2017.192X.02.P0225200 .PG61.PGA11.K08..NY0130ZZ.....				(b) (4)	

					PAGE	OF
					6	8
ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT	
0001A	.. (b) (4)					
	1B7B01220.2017.192X.02.P0225200 .PG61.PGA11.K08..NY0350ZZ.....					
	.. (b) (4)					
	1B7B01220.2017.192X.02.P0225200 .PG61.PGA11.K08..NY0351ZZ.....					
	.. (b) (4)					
	1B7B01220.2017.192X.02.P0221100 .PG61.PGA11.K08..NY0128ZZ.....					
	.. (b) (4)					
	1B7B01220.2017.192X.02.P0225100 .PG61.PGA11.K08..NY0282ZZ.....					
	.. (b) (4)					
	PoP: 01/01/2017 - 12/31/2017					
	Manhattan Consolidated Custodial - Base Period (1/1/17 - 3/31/17) Manhattan Consolidated Custodial - Thurgood Marshall U.S. Courthouse, Daniel Patrick Moynihan U.S. Courthouse, U.S. Court of International Trade, Ronald H. Brown United States Mission to the United Nations	3	MO	(b) (4)		

ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
0001B	Building, Ted Weiss Federal Building, Silvio V. Mollo Federal Building, Jacob K. Javits Federal Building, Federal Office Building at 201 Varick Street, Howard Street Garage, 203-209 Centre Street. PoP: 01/01/2017 - 12/31/2017 Manhattan Consolidated Custodial - Base Period (4/1/17 - 4/30/17) Manhattan Consolidated Custodial - Thurgood Marshall U.S. Courthouse, Daniel Patrick Moynihan U.S. Courthouse, U.S. Court of International Trade, Ronald H. Brown United States Mission to the United Nations Building, Ted Weiss Federal Building, Silvio V. Mollo Federal Building, Jacob K. Javits Federal Building, Federal Office Building at 201 Varick Street, Howard Street Garage, 203-209 Centre Street. PoP: 01/01/2017 - 12/31/2017	1	MO	(b) (4)	
0001C	Manhattan Consolidated Custodial - Base Period (5/1/17 - 12/31/17) Manhattan Consolidated Custodial - Thurgood Marshall U.S. Courthouse, Daniel Patrick Moynihan U.S. Courthouse, U.S. Court of International Trade,	8	MO	(b) (4)	

					PAGE	OF
					8	8
ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT	
	Ronald H. Brown United States Mission to the United Nations Building, Ted Weiss Federal Building, Silvio V. Mollo Federal Building, Jacob K. Javits Federal Building, Federal Office Building at 201 Varick Street, Howard Street Garage, 203-209 Centre Street. PoP: 01/01/2017 - 12/31/2017					

LIMITATION OF GOVERNMENT'S OBLIGATION

(a) Contract line item 0001C is incrementally funded. For these item(s), the sum of (b) (4) the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in Paragraph (J) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor shall be notified that funding is available by email (as annotated on the award document) to the contractor 15 days prior to the incremental funding dates as outlined in Paragraph J. Notice of funding will also be provided via a website (<https://finance3.gsa.gov>). If after such notification additional funds are not allotted prior to the expiration date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor agrees to continue performance in accordance with the contract. The provisions of paragraphs (b) and (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below in Paragraph J, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. § 1342.

(j) The parties contemplate that the Government will allot funds to this contract in increments from the date of award in accordance with the following schedule:

Date of Modification Execution	(b) (4)
June 1, 2017	
July 1, 2017	
August 1, 2017	
September 1, 2017	
November 1, 2017	
December 1, 2017	

MODIFICATION TRACKING SPREADSHEET

LOCATION:	Manhattan Consolidated Custodial
CONTRACT INSTRUMENT:	GS-02-P-17-PV-A-0002, GS-P-02-17-PV-0044, Mod PS01
CONTRACTOR:	FEDCAP REHABILITATION SERVICES, INC.
SERVICES PROVIDED:	Custodial and Related Services
EFFECTIVE PERIOD:	01/01/17 - 12/31/17

Based upon data from:

Service Contract Act Wage Determination No. 1997-0225; Revision No. 57

Period of Performance	Start	End	O&M	Escalation / Reduction	Monthly	Annual
Base Period	01/01/17	03/31/17	(b) (4)			
Modification No. PS01	04/01/17	04/30/17				
Modification No. PS02	05/01/17	12/31/17				
Option Year 1	01/01/18	12/31/18				
Option Year 2	01/01/19	12/31/19				
Option Year 3	01/01/20	12/31/20				
Option Year 4	01/01/21	12/31/21				

Modification No. PS02 is hereby being issued to increase the monthly cost of NY0282ZZ (effective May 1, 2017) and to reconcile the up to April 2017. Breakdown of accounting data is as follows:

(b) (4)



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 13
2. AMENDMENT/MODIFICATION NO. PS03	3. EFFECTIVE DATE 7/1/2017	4. REQUISITION/PURCHASE REQ. NO. EQ2PQB-17-0001	5. PROJECT NO. (If applicable)		
6. ISSUED BY OPERATIONS BRANCH B 1 WORLD TRADE CENTER NEW YORK, NY 10007	CODE 2PQB	7. ADMINISTERED BY (If other than Item 6) OPERATIONS BRANCH B 1 WORLD TRADE CENTER NEW YORK, NY 10007	CODE 2PQB		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FEDCAP REHABILITATION SERVICES, INC. 633 3RD AVE 6TH FL NEW YORK, NY 10017 DUNS: 071017115 Cage Code: 8A849				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. GS02P17PVA0002/GSP0217PV0044 <input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) Dec 15, 2016	
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Modification Obligation Amount: (b) (4)

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	52.243 Changes - Fixed Price
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Attached

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

(b) (6)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lawrence Eng, Contract Specialist	16C. DATE SIGNED 8/1/17
15C. DATE SIGNED 7/31/17	(b) (6)	

Description of Amendment/Modification

EQ2PQB-17-0001-M0003 - to include composting services for the following buildings as of July 1, 2017:

1. NY0130 Thurgood Marshall Courthouse, 40 Centre Street @ an additional (b) (4) /month
2. NY0350 Ted Weiss Federal Building, 290 Broadway @ an additional (b) (4) /month
3. NY0351 Daniel Patrick Moyn-Courthouse, 500 Pearl @ an additional (b) (4) /month

Total change in funding under this modification is an increase of (b) (4) (equivalent to 6 months of a total (b) (4) per month increase). As a result of this modification, the overall value of this BPA order is changing from (b) (4).

All other pricing, terms & conditions to date remain unchanged.

Award Detail Changes

Changed Effective Date from 4/1/2017 to 7/1/2017

PR Associations

Associated PR EQ2PQB-17-0001-M0004

Line Item Changes

Added SLIN 0001D with Amount

Added SLIN 0001E with Amount

Changed CLIN 0001 Amount fro

Changed SLIN 0001C Title from Manhattan Consolidated Custodial - Base Period (5/1/17 - 12/31/17) to Manhattan Consolidated Custodial - Base Period (5/1/17-6/30/17)

Changed SLIN 0001C Quantity from 8 to 2

Changed SLIN 0001C Amount from

Funding Changes

Changed Award Obligated Value fro

Changed 0001 and 1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0130ZZ.....
(b) (4)

Changed 0001 and 1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0351ZZ.....
(b) (4)

Changed 0001 and 1B7B01220.2017.192X.02.P0225100.PG61.PGA11.K08..NY0282ZZ.....
(b) (4)

Changed 0001 and 1B7B01220.2017.192X.02.P0221100.PG61.PGA11.K08..NY0369ZZ.....
(b) (4)

Changed 0001 and 1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0350ZZ.....
(b) (4)

Changed 0001 and 1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0323ZZ.....
(b) (4)

Changed 0001 and 1B7B01220.2017.192X.02.P0221100.PG61.PGA11.K08..NY0128ZZ..... Obligated Amount from

(b) (4)

(b) (4)

Changed 0001 and 1B7B01220.2017.192X.02.P0225100.PG61.PGA11.K08..NY0311ZZ..... Obligated Amount from

(b) (4)

SF30 List of Accounting Strings

Accounting String	Amount Obligated
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1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0351ZZ.....	
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0350ZZ.....	
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0130ZZ.....	
1B7B01220.2017.192X.02.P0225100.PG61.PGA11.K08..NY0311ZZ.....	
1B7B01220.2017.192X.02.P0225100.PG61.PGA11.K08..NY0282ZZ.....	
1B7B01220.2017.192X.02.P0221100.PG61.PGA11.K08..NY0369ZZ.....	
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0323ZZ.....	
1B7B01220.2017.192X.02.P0221100.PG61.PGA11.K08..NY0128ZZ.....	

(b) (4)

					PAGE	OF
					6	10
ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT	
0001	<p>Manhattan Consolidated Custodial - Base Period (1/1/17 - 12/31/17) Manhattan Consolidated Custodial - Thurgood Marshall U.S. Courthouse, Daniel Patrick Moynihan U.S. Courthouse, U.S. Court of International Trade, Ronald H. Brown United States Mission to the United Nations Building, Ted Weiss Federal Building, Silvio V. Mollo Federal Building, Jacob K. Javits Federal Building, Federal Office Building at 201 Varick Street, Howard Street Garage, 203-209 Centre Street. 1B7B01220.2017.192X.02.P0225100 .PG61.PGA11.K08..NY0311ZZ..... .. Obligated: (b) (4) 1B7B01220.2017.192X.02.P0221100 .PG61.PGA11.K08..NY0369ZZ..... .. Obligated: (b) (4) 1B7B01220.2017.192X.02.P0225200 .PG61.PGA11.K08..NY0323ZZ..... .. Obligated: (b) (4) 1B7B01220.2017.192X.02.P0225200 .PG61.PGA11.K08..NY0130ZZ.....</p>				(b) (4)	

					PAGE	OF
					7	10
ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT	
0001A	.. Obligated: (b) (4)					
	1B7B01220.2017.192X.02.P0225200 .PG61.PGA11.K08..NY0350ZZ.....					
	.. Obligated: (b) (4)					
	1B7B01220.2017.192X.02.P0225200 .PG61.PGA11.K08..NY0351ZZ.....					
	.. Obligated: (b) (4)					
	1B7B01220.2017.192X.02.P0221100 .PG61.PGA11.K08..NY0128ZZ.....					
	.. Obligated: (b) (4)					
	1B7B01220.2017.192X.02.P0225100 .PG61.PGA11.K08..NY0282ZZ.....					
	.. Obligated: (b) (4)					
	PoP: 01/01/2017 - 12/31/2017					
	Manhattan Consolidated Custodial - Base Period (1/1/17 - 3/31/17) Manhattan Consolidated Custodial - Thurgood Marshall U.S. Courthouse, Daniel Patrick Moynihan U.S. Courthouse, U.S. Court of International Trade, Ronald H. Brown United States Mission to the United Nations	3	MO	(b) (4)		

ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
0001B	Building, Ted Weiss Federal Building, Silvio V. Mollo Federal Building, Jacob K. Javits Federal Building, Federal Office Building at 201 Varick Street, Howard Street Garage, 203-209 Centre Street. PoP: 01/01/2017 - 12/31/2017 Manhattan Consolidated Custodial - Base Period (4/1/17 - 4/30/17) Manhattan Consolidated Custodial - Thurgood Marshall U.S. Courthouse, Daniel Patrick Moynihan U.S. Courthouse, U.S. Court of International Trade, Ronald H. Brown United States Mission to the United Nations Building, Ted Weiss Federal Building, Silvio V. Mollo Federal Building, Jacob K. Javits Federal Building, Federal Office Building at 201 Varick Street, Howard Street Garage, 203-209 Centre Street. PoP: 01/01/2017 - 12/31/2017	1	MO	(b) (4)	(b) (4)
0001C	Manhattan Consolidated Custodial - Base Period (5/1/17-6/30/17) Manhattan Consolidated Custodial - Thurgood Marshall U.S. Courthouse, Daniel Patrick Moynihan U.S. Courthouse, U.S. Court of International Trade,	2	MO	(b) (4)	(b) (4)

ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT
0001D	<p>Ronald H. Brown United States Mission to the United Nations Building, Ted Weiss Federal Building, Silvio V. Mollo Federal Building, Jacob K. Javits Federal Building, Federal Office Building at 201 Varick Street, Howard Street Garage, 203-209 Centre Street. PoP: 01/01/2017 - 12/31/2017</p> <p>Manhattan Consolidated Custodial - Base Period (7/1/17 - 7/31/17) Manhattan Consolidated Custodial - Thurgood Marshall U.S. Courthouse, Daniel Patrick Moynihan U.S. Courthouse, U.S. Court of International Trade, Ronald H. Brown United States Mission to the United Nations Building, Ted Weiss Federal Building, Silvio V. Mollo Federal Building, Jacob K. Javits Federal Building, Federal Office Building at 201 Varick Street, Howard Street Garage, 203-209 Centre Street. PoP: 01/01/2017 - 12/31/2017</p>	1	MO	(b) (4)	
0001E	<p>Manhattan Consolidated Custodial - Base Period (08/01/17 - 12/31/17) Manhattan Consolidated Custodial - Thurgood Marshall U.S.</p>	5	MO	(b) (4)	

					PAGE	OF
					10	10
ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT	
	<p>Courthouse, Daniel Patrick Moynihan U.S. Courthouse, U.S. Court of International Trade, Ronald H. Brown United States Mission to the United Nations Building, Ted Weiss Federal Building, Silvio V. Mollo Federal Building, Jacob K. Javits Federal Building, Federal Office Building at 201 Varick Street, Howard Street Garage, 203-209 Centre Street.</p> <p>PoP: 01/01/2017 - 12/31/2017</p>					

Modification No. PS03 is hereby being issued to increase the monthly cost of the following buildings, effective July 1, 2017, for composting services to be added on (which are above-standard-services per the contract):

- NY0130 Thurgood Marshall Courthouse 40 Foley Centre @ (b) (4) more per month, to be applied to months July through December 2017.
- NY0250 Ted Weiss 290 Broadway @ (b) (4) more per month. Please note a differentiation with this sub-line item; this accounts for composting coverage of January through December 2017 @ (b) (4) monthly cost – this is to be reconciled into payments over the next 6 months starting with the July 2017 invoice via a (b) (4) increase per month.
- NY0351 Daniel Patrick M. Courthouse 500 Pearl @ (b) (4) more per month, to be applied from July through December 2017.

Breakdown of accounting data from July 2017 & onwards is as follows:

Monthly from July 2017 through December 2017	July 2017	Remainder
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0351ZZ.....	(b) (4)	
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0350ZZ.....		
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0130ZZ.....		
1B7B01220.2017.192X.02.P0221100.PG61.PGA11.K08..NY0128ZZ.....		
1B7B01220.2017.192X.02.P0225100.PG61.PGA11.K08..NY0282ZZ.....		
1B7B01220.2017.192X.02.P0221100.PG61.PGA11.K08..NY0369ZZ.....		
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0323ZZ.....		
1B7B01220.2017.192X.02.P0225100.PG61.PGA11.K08..NY0311ZZ.....		
Subtotal =		

LIMITATION OF GOVERNMENT'S OBLIGATION

(a) Contract line item 0001E is incrementally funded. For these item(s), the sum of (b) (4) the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in Paragraph (J) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor shall be notified that funding is available by email (as annotated on the award document) to the contractor 15 days prior to the incremental funding dates as outlined in Paragraph J. Notice of funding will also be provided via a website (<https://finance3.gsa.gov>). If after such notification additional funds are not allotted prior to the expiration date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor agrees to continue performance in accordance with the contract. The provisions of paragraphs (b) and (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below in Paragraph J, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. § 1342.

(j) The parties contemplate that the Government will allot funds to this contract in increments from the date of award in accordance with the following schedule:

Date of Modification Execution	(b) (4)
August 1, 2017	
September 1, 2017	
November 1, 2017	
December 1, 2017	

MODIFICATION TRACKING SPREADSHEET

LOCATION:		Manhattan Consolidated Custodial				
CONTRACT INSTRUMENT:		GS-02-P-17-PV-A-0002, GS-P-02-17-PV-0044, Mod PS01				
CONTRACTOR:		FEDCAP REHABILITATION SERVICES, INC.				
SERVICES PROVIDED:		Custodial and Related Services				
EFFECTIVE PERIOD:		01/01/17 - 12/31/17				
Based upon data from:						
Service Contract Act		Wage Determination No. 1997-0225; Revision No. 57				
Period of Performance	Start	End	O&M	Escalation / Reduction	Monthly	Annual
Base Period	01/01/17	03/31/17	(b) (4)			
Modification No. PS01	04/01/17	04/30/17				
Modification No. PS02	05/01/17	06/30/17				
Modification No. PS03	07/01/17	12/31/17				
Option Year 1	01/01/18	12/31/18				
Option Year 2	01/01/19	12/31/19				
Option Year 3	01/01/20	12/31/20				
Option Year 4	01/01/21	12/31/21				

(b) (4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 76		
2. AMENDMENT/MODIFICATION NO. PS04		3. EFFECTIVE DATE 1/1/2018		4. REQUISITION/PURCHASE REQ. NO. EQ2PQB-17-0001		5. PROJECT NO. (If applicable)	
6. ISSUED BY OPERATIONS BRANCH B 1 WORLD TRADE CENTER NEW YORK, NY 10007		CODE 2PQB		7. ADMINISTERED BY (If other than item 6) OPERATIONS BRANCH B 1 WORLD TRADE CENTER NEW YORK, NY 10007		CODE 2PQB	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FEDCAP REHABILITATION SERVICES, INC. 633 3RD AVE 6TH FL NEW YORK, NY 10017 DUNS: 071017115 Cage Code: 8A849				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. GS02P17PVA0002/GSP0217PV0044 <input type="checkbox"/> 10B. DATED (SEE ITEM 13) Dec 15, 2016			
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Modification Obligation Amount: (b) (4)

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	52.212-4 Contract Terms and Conditions—Commercial Items
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Please see attached

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

(b) (6)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lawrence Eng, Supv. Contract Specialist	
15C. DATE SIGNED 12/14/17		16C. DATE SIGNED 12/14/17	

Description of Amendment/Modification

This modification is hereby issued to incorporate the following changes to this contract:

1) Exercise Option 1 (01/01/2018 - 12/31/2018)

The negotiated option yearly award amount is (b) (4) per year. The certification of funding reflects only one month (January 1, 2018 to January 31, 2018) of funding in the amount of (b) (4). The remaining 11 months are subject to the Limitation of Government's Obligation contract clause (See Item 2 below) and will be funded in one-month increments. The contractor will be sent an e-mail when the subsequent monthly increment of funding is approved.

2) Reconcile Base Year (01/01/2017 - 12/31/2017)

The total base year total amounts to (b) (4) and is fully obligated in EASI.

This award is a fixed price incrementally funded building service contract. The certification of funding reflects only one month of funding in the amount of (b) (4) for the period of performance of 01/01/2018 - 12/31/2018.

The remaining 11 months are subject to the Limitation of Government's Obligation clause which is attached and the remaining months will be funded in one-month increments.

The PBS Office of Acquisition Management has been delegated administrative contracting officer (ACO) authority ensure that the incremental funding is obligated in accordance with the schedule contained in the Limitation of Government's Obligation contract clause. The contractor will be sent an email to the below email address when the subsequent monthly increment of funding is provided.

CONTRACTOR E-MAIL: (b) (4)

CONTRACTING OFFICER E-MAIL: lawrence.eng@gsa.gov

The contract value is increased from (b) (4).

SF30 List of Accounting Strings

Accounting String	Amount Obligated
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0130ZZ.....	(b) (4)
1B7B01220.2018.192X.02.P0225200.PG61.PGA11.K08..NY0350ZZ.....	
1B7B01220.2018.192X.02.P0225200.PG61.PGA11.K08..NY0130ZZ.....	
1B7B01220.2018.192X.02.P0221100.PG61.PGA11.K08..NY0128ZZ.....	
1B7B01220.2018.192X.02.P0225100.PG61.PGA11.K08..NY0311ZZ.....	
1B7B01220.2018.192X.02.P0221100.PG61.PGA11.K08..NY0369ZZ.....	
1B7B01220.2018.192X.02.P0225200.PG61.PGA11.K08..NY0323ZZ.....	
1B7B01220.2018.192X.02.P0225100.PG61.PGA11.K08..NY0282ZZ.....	
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0351ZZ.....	
1B7B01220.2017.192X.02.P0225100.PG61.PGA11.K08..NY0282ZZ.....	
1B7B01220.2017.192X.02.P0221100.PG61.PGA11.K08..NY0369ZZ.....	
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0350ZZ.....	
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0323ZZ.....	
1B7B01220.2017.192X.02.P0221100.PG61.PGA11.K08..NY0128ZZ.....	
1B7B01220.2017.192X.02.P0225100.PG61.PGA11.K08..NY0311ZZ.....	
1B7B01220.2018.192X.02.P0225200.PG61.PGA11.K08..NY0351ZZ.....	

					PAGE	OF
					5	7
ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT	
1001	<p>Manhattan Consolidated Custodial - Option Period 1 (1/1/18 - 12/31/18)</p> <p>Manhattan Consolidated Custodial - Thurgood Marshall U.S. Courthouse, Daniel Patrick Moynihan U.S. Courthouse, U.S. Court of International Trade, Ronald H. Brown United States Mission to the United Nations Building, Ted Weiss Federal Building, Silvio V. Mollo Federal Building, Jacob K. Javits Federal Building, Federal Office Building at 201 Varick Street, Howard Street Garage, 203-209 Centre Street 1B7B01220.2018.192X.02.P0225100.PG61.PGA11.K08..NY0282ZZ.....</p> <p>(b) (4)</p> <p>1B7B01220.2018.192X.02.P0225200.PG61.PGA11.K08..NY0323ZZ.....</p> <p>(b) (4)</p> <p>1B7B01220.2018.192X.02.P0225200.PG61.PGA11.K08..NY0351ZZ.....</p> <p>(b) (4)</p> <p>1B7B01220.2018.192X.02.P0225200</p>				(b) (4)	

					PAGE	OF
					6	7
ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT	
	.PG61.PGA11.K08..NY0350ZZ..... (b) (4)					
	1B7B01220.2018.192X.02.P0221100 .PG61.PGA11.K08..NY0369ZZ..... (b) (4)					
	1B7B01220.2018.192X.02.P0225100 .PG61.PGA11.K08..NY0311ZZ..... (b) (4)					
	1B7B01220.2018.192X.02.P0225200 .PG61.PGA11.K08..NY0130ZZ..... (b) (4)					
	1B7B01220.2018.192X.02.P0221100 .PG61.PGA11.K08..NY0128ZZ..... (b) (4)					
1002	PoP: 01/01/2018 - 12/31/2018 Direct Labor Straight Time Direct Labor Straight Time PoP: 01/01/2018 - 12/31/2018	0	HR		(b) (4)	
1003	Direct Labor Overtime Direct Labor Overtime PoP: 01/01/2018 - 12/31/2018	0	HR			
1004		0	HR			

					PAGE	OF
					7	7
ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN- TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT	
	Supervisor Straight Time Supervisor Straight Time PoP: 01/01/2018 - 12/31/2018					
1005	Supervisor Overtime Supervisor Overtime PoP: 01/01/2018 - 12/31/2018	0	HR			
1006	Manager Straight Time Manager Straight Time PoP: 01/01/2018 - 12/31/2018	0	HR			
1007	Manager Overtime Manager Overtime PoP: 01/01/2018 - 12/31/2018	0	HR			
1008	Working Leader Straight Time Working Leader Straight Time PoP: 01/01/2018 - 12/31/2018	0	HR			
1009	Working Leader Overtime Working Leader Overtime PoP: 01/01/2018 - 12/31/2018	0	HR			

(b) (4)

LIMITATION OF GOVERNMENT'S OBLIGATION

(a) Contract line item 1001 is incrementally funded. For these item(s), the sum of () of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in Paragraph (J) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor shall be notified that funding is available by email (as annotated on the award document) to the contractor 15 days prior to the incremental funding dates as outlined in Paragraph J. Notice of funding will also be provided via a website (<https://finance3.gsa.gov>). If after such notification additional funds are not allotted prior to the expiration date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor agrees to continue performance in accordance with the contract. The provisions of paragraphs (b) and (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below in Paragraph J, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. § 1342.

(j) The parties contemplate that the Government will allot funds to this contract in increments from the date of award in accordance with the following schedule:

Date of Contract Execution		(b) (4)
February 1, 2018		
March 1, 2018		
April 1, 2018		
May 1, 2018		
June 1, 2018		
July 1, 2018		
August 1, 2018		
September 1, 2018		
November 1, 2018		
December 1, 2018		

MODIFICATION ADJUSTMENT SPREADSHEET

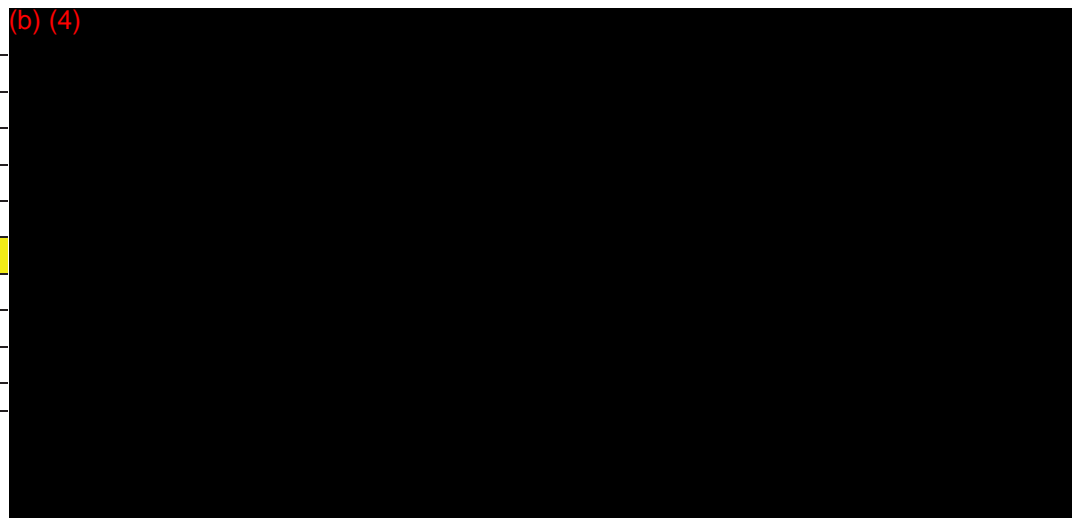
LOCATION:	Manhattan Consolidated Custodial
CONTRACT INSTRUMENT:	GS-02-P-17-PV-A-0002 / GS-P-02-17-PV-0044, Mod PS04
CONTRACTOR:	Fedcap Rehabilitation Services, Inc.
SERVICES PROVIDED:	Custodial Services
EFFECTIVE PERIOD:	01/01/18 - 12/31/18

Based upon data from:

Service Contract Act Wage Determination No. 1997-0225; Revision No. 59

Period of Performance	Start	End
Base Period	01/01/17	03/31/17
Mod No. PS01 (Add 201/ Deduct 26)	04/01/17	04/30/17
Mod No. PS02 (Add FBI Gym)	05/01/17	06/30/17
Mod No. PS03 (Add Composting)	07/01/17	12/31/17
Mod No. PS04 - Option Year 1	01/01/18	12/31/18
Option Year 2	01/01/19	12/31/19
Option Year 3	01/01/20	12/31/20
Option Year 4	01/01/21	12/31/21

(b) (4)



Solicitation No.: GS-02P-16-PV-SL30
Consolidated Custodial Services Contract Pricing

Building	Building Name	Base Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4
		01/01/2017 - 12/31/2017	01/01/2018 - 12/31/2018	01/01/2019 - 12/31/2019	01/01/2020 - 12/31/2020	01/01/2021 - 12/31/2021
		Monthly Pricing	Monthly Pricing	Monthly Pricing	Monthly Pricing	Monthly Pricing
1	Thurgood Marshall U.S. Courthouse	(b) (4)				
2	Daniel Patrick Moynihan U.S. Courthouse					
3	U.S. Court of International Trade					
4	Ronald H. Brown United States Mission to the United Nations Building					
5	Ted Weiss Federal Building					
6	Silvio V. Mollo Federal Building					
7	Jacob K. Javits Federal Building					
8	Federal Office Building at 201 Varick Street					
9	Howard Street Garage, 203-209 Centre Street					
	40 Foley Square Composting					
	500 Pearl Street Composting					
	290 Broadway Composting					
Total Monthly Cost =						
Total Annual Cost =						

Additional Service (Labor Only)	Base Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4
	01/01/2017 - 12/31/2017	01/01/2018 - 12/31/2018	01/01/2019 - 12/31/2019	01/01/2020 - 12/31/2020	01/01/2021 - 12/31/2021
	Hourly Pricing	Hourly Pricing	Hourly Pricing	Hourly Pricing	Hourly Pricing
Direct Labor Straight Time	(b) (4)				
Direct Labor Overtime					
Supervisor Straight Time					
Supervisor Overtime					
Manager Straight Time					
Manager Overtime					
Working Leader Straight Time					
Working Leader Overtime					

Solicitation No.: GS-02P-16-PV-SL30
Consolidated Custodial Services Contract Pricing
Option Year 1

Building	Building Name	C.1.0.10 Holiday Services Per Hour	C.5.1.21 Fitness Center Per Month	C.6.1 - Carpet Extraction Per SF	C.6.2 - External Window Washing Per Occurrence	C.6.3 - Washing Blinds & Coverings Per Occurrence	C.6.4 - Building Exterior Pressure Washing & Steam Cleaning Per Occurrence
1	Thurgood Marshall U.S. Courthouse	See Additional Service Labor Rates	(b) (4)				
2	Daniel Patrick Moynihan U.S. Courthouse	See Additional Service Labor Rates					
3	U.S. Court of International Trade	See Additional Service Labor Rates					
4	Ronald H. Brown United States Mission to the United Nations Building	See Additional Service Labor Rates					
5	Ted Weiss Federal Building	See Additional Service Labor Rates					
6	Silvio V. Molloy Federal Building	See Additional Service Labor Rates					
7	Jacob K. Javits Federal Building	See Additional Service Labor Rates					
8	Federal Office Building at 201 Varick Street	See Additional Service Labor Rates					
9	Howard Street Garage, 203-209 Centre Street	See Additional Service Labor Rates					

Building	Building Name	C.6.5 - Tree Thinning Per Occurrence	C.6.6 - Planting Government-Furnished Trees and Plants (In ground or planters) Per Occurrence	C.6.7 - Snow And Ice Removal For Areas Requiring Heavy Equipment Per Occurrence	C.10.1.4 Pick-ups on call: Solid Waste/Trash Per Occurrence	C.10.2.4 Pick-ups on call: Recyclables Per Occurrence	C.5.4.2 Composting Per Occurrence
1	Thurgood Marshall U.S. Courthouse	(b) (4)					
2	Daniel Patrick Moynihan U.S. Courthouse						
3	U.S. Court of International Trade						
4	Ronald H. Brown United States Mission to the United Nations Building						
5	Ted Weiss Federal Building						
6	Silvio V. Molloy Federal Building						
7	Jacob K. Javits Federal Building						
8	Federal Office Building at 201 Varick Street						
9	Howard Street Garage, 203-209 Centre Street						

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 1977-0225
Daniel W. Simms Division of | Revision No.: 59
Director Wage Determinations | Date Of Last Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: New York

Area: New York Counties of Bronx, Kings, New York, Queens, Richmond

****Fringe Benefits Required Follow the Occupational Listing****

Employed on contracts for janitorial services at the above localities:

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
(not set) - Elevator Starter:		
Class A	27.486	
Class B	27.455	
Class C	27.411	
(not set) - Foreperson:		
Class A	27.486	
Class B	27.455	
Class C	27.411	
(not set) - Handyperson:		
Class A	27.598	
Class B	27.567	
Class C	27.523	
(not set) - Janitorial Services (Other):		
Class A	25.223	
Class B	25.192	
Class C	25.148	

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$17,446.40 per year for all employees working more than two(2) days per week. Medical reimbursement increased from 85% to 90% of the first \$7,500 after deductible.

PENSION: \$106.75 per week for all employees working twenty (20) hours or more per week.

LEGAL: \$199.60 per year annually per employee

MINIMUM HOURLY WAGE: The wage rates applicable depend on the classification of the contract. A contract is classified as A, B, or C by the area to be serviced under the contract according to the following definitions: Class A building - Gross area of more than 280,000 square feet; Class B building - Gross area of more than 120,000 and not over 280,000 square feet; Class C building - Gross area of less than 120,000 square feet. Gross area is the sum total of the areas existing on the various floors of the building covered by the contract, including the basement space, but excluding those portions of the building used for the public utilities and general operation of the property. Gross floor area is computed by measuring from the inside plaster surface of all exterior walls of space serviced on the floor, including columns, corridors, excluding porter's closets, slop sinks, toilets,

elevator shafts. Employees, except elevator operators and starters, the majority of whose hours fall between 7:00 P.M., and 6:00 A.M. and who work seven (7) hours or more per day shall, in addition to their regular pay for scheduled hours, receive either additional straight time pay for one-half (1/2) hour or be relieved one-half (1/2) hour earlier.

- Employees working 6 hours: 25 minutes straight-time pay or relieved 25 minutes earlier.

- Employees working 5 hours: 15 minutes straight-time pay or relieved 15 minutes earlier.

MEAL MONEY: Any employee required to work at least four (4) hours of overtime shall receive \$15.00 as meal money.

VACATION: Three (3) days of paid vacation after six (6) months of service with a contractor or successor, two (2) weeks after one (1) year; three (3) weeks after five (5) years; four (4) weeks after fifteen (15) years; five weeks after twenty-five (25) years. 21 years - 21 working days, 22 years - 22 working days, 23 years - 23 working days and 24 years - 24 working days. Pro-rated vacation benefits are payable to terminated employees eligible for a paid vacation also the employee who leaves on his own accord unless he fails to give five (5) working days termination notice. Length of service includes the whole span of continuous service with the present (successor) contractor wherever employed and with predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Thirteen (13) paid holidays per year: Martin Luther King, Jr's Birthday or Yom Kippur or a personal day, New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, and Personal Leave Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)

SICK PAY: Ten (10) paid sick days for bona fide illness during a calendar year, provided the employee has been employed at least one (1) year. Unused sick days shall be paid at a regular day's pay. An employee absent from duty due to illness only on a scheduled workday immediately before and/or on the scheduled workday after a holiday shall not be eligible for sick pay for said absent workday or workdays. Employees are limited to five (5) single day absences in a year. Employees who achieve one year's service after Jan. 1, shall receive a pro rata share of sickness benefits for the balance of the calendar year. ANY EMPLOYEE WHO HAS A PERFECT ATTENDANCE RECORD FOR THE CALENDAR YEAR SHALL RECEIVE AN

ATTENDANCE

BONUS OF \$125.00 IN ADDITION TO PAYMENT OF UNUSED SICK DAYS.

ATTENDANCE BONUS: Any employee who has a perfect attendance record for the calendar year shall receive an attendance bonus of \$125.00 in addition to payment of unused sick days.

TRAINING FUND: Contribution of \$169.60 annually per employee.

SERVICE CENTER VISIT: One (1) day of paid leave per year for use of benefit fund. Provided an employee has one year of service and gives one (1) week's notice to contractor. Such employee shall receive an additional day off with pay to visit the benefit fund office if such visit is required. Employee shall exhibit a signed statement of such a visit to receive payment for such days.

JURY DUTY: Employees who are required to qualify or serve on juries shall receive the difference between their regular rate of pay and the amount they receive for qualifying or serving on said jury with a maximum of three (3) weeks in any calendar year. Pending receipt of the jury duty pay, the contractor shall pay the employee his regular pay on his scheduled payday. As soon as the employee receives the jury duty pay, he shall reimburse the contractor by signing the jury paycheck over to the contractor.

ANNUITY FUND: Contribution of \$13.00 per week per employee.

BEREAVEMENT LEAVE: A regular employee with at least one (1) year of employment shall not be required to work for a maximum of three (3) days immediately following the death of an immediate family member (parent, brother, sister, spouse or child). Employee shall be paid regular straight time wages for any such three (3) days on which he was regularly scheduled to work or receive holiday pay. With respect to grandparents, the contractor shall grant a paid day off on the day of the funeral if such day is a regularly scheduled workday.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract

(either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE

Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS ****

Elevator Starter:

Chief responsibility is to direct elevator operations and traffic in the building and does not normally operate an elevator.

Foreperson:

Differs from a porter or cleaning person in that the main responsibility is to direct cleaning operations.

Handyperson:

Possesses a certain amount of mechanical or technical skill and devotes more than fifty (50) percent of working time in a building to work involving such skill.

Janitorial Services (Other):

Include elevator operators, porters, porter/watchmen, cleaning persons, matrons, security porters, fire safety directors, exterminators, and all other service employees employed in the building under the jurisdiction of the union except those other classifications specified.

COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 020479
LOCATION: US Mission to the UN
New York, NY

CNA: SourceAmerica

DATES: 1/1/17 - 12/31/21

DESCRIPTION		
1. LABOR		
a. Direct Labor Wage		
b. Lead worker wage		
c. Supervision wage		
01 TOTAL LABOR		
2. LABOR FRINGE BENEFITS		
a. Direct Labor Fringe	(Athmnt D)	
b. Supervision Fringe	(Athmnt D)	
02 TOTAL FRINGE BENEFITS		
3. OTHER DIRECT CHARGES		
a. Expendables	(Athmnt A)	
b. Major Equipment	(Athmnt B)	
c. Minor Equipment	(Athmnt C)	
d. Vehicle Operation	(Athmnt E)	
e. Rental	(Athmnt F)	
f. Subcontracting	(Athmnt G)	
g. Other (Liability Insurance)		
03 TOTAL OTHER DIRECT COSTS		
4. TOTAL DIRECT COSTS (01+02+03)		
TOTAL		
6. BASE PRICE	Annual	
	Monthly	12

(b) (4)

COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 020479
LOCATION: US Mission to the UN
New York, NY

(X) DIRECT LABOR
() INDIRECT LABOR

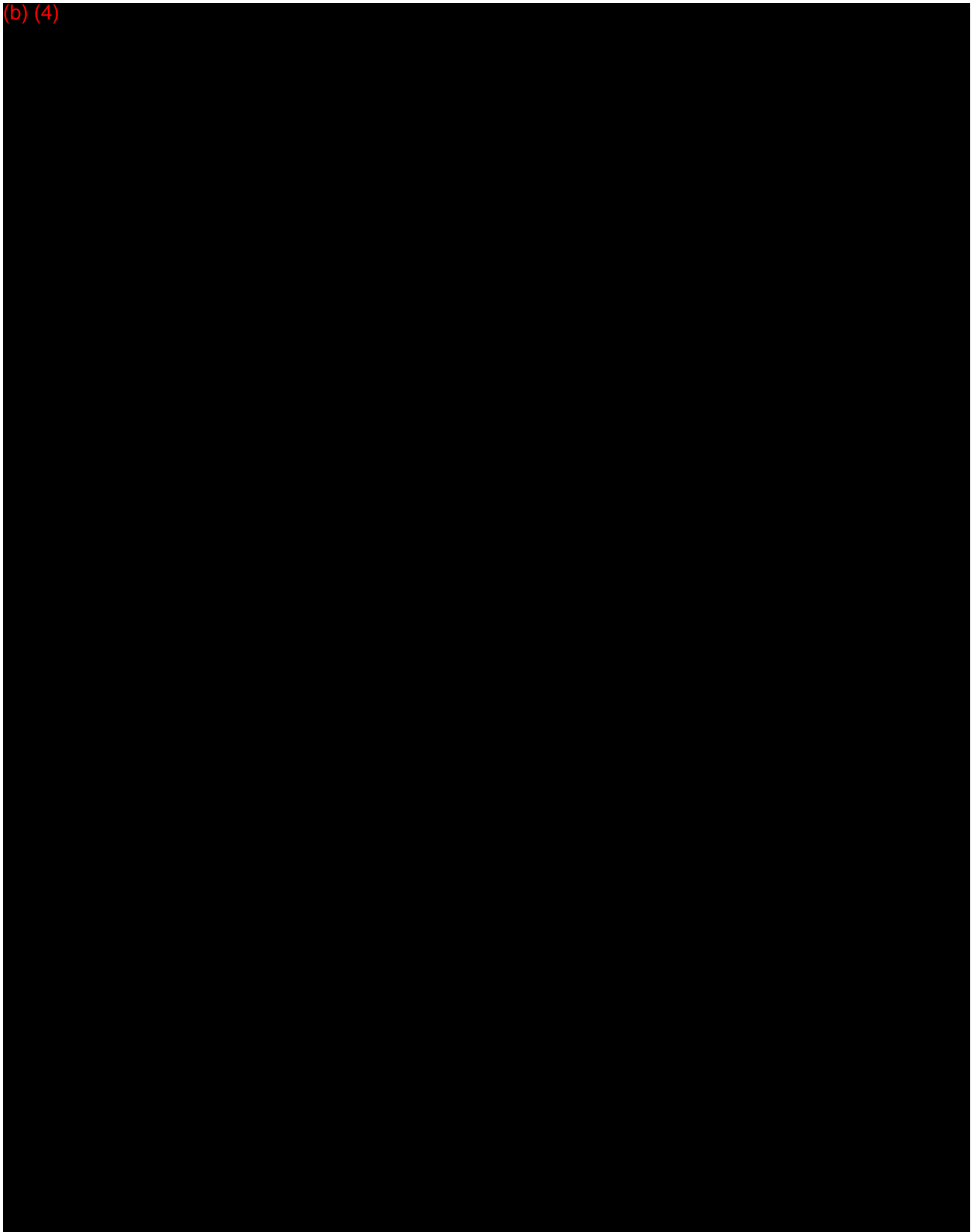
(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 020479
LOCATION: US Mission to the UN

☒ (X) DIRECT LABOR
☐ () INDIRECT LABOR



COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 020479
LOCATION: US Mission to the UN

(X) DIRECT LABOR
() INDIRECT LABOR

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 020479
LOCATION: US Mission to the UN

☒ (X) DIRECT LABOR
☐ () INDIRECT LABOR

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 020479
LOCATION: US Mission to the UN
New York, NY

☒ (X) DIRECT LABOR
☐ () INDIRECT LABOR

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 031768
LOCATION: 500 Pearl Street
New York, NY

CNA: SourceAmerica

DATES: 1/1/17 - 12/31/21

(b) (4)

DESCRIPTION		
1. LABOR		
a. Direct Labor Wage		
b. Lead worker wage		
c. Supervision wage		
01 TOTAL LABOR		
2. LABOR FRINGE BENEFITS		
a. Direct Labor Fringe	(Athmnt D)	
b. Supervision Fringe	(Athmnt D)	
02 TOTAL FRINGE BENEFITS		
3. OTHER DIRECT CHARGES		
a. Expendables	(Athmnt A)	
b. Major Equipment	(Athmnt B)	
c. Minor Equipment	(Athmnt C)	
d. Vehicle Operation	(Athmnt E)	
e. Rental	(Athmnt F)	
f. Subcontracting	(Athmnt G)	
g. Other		
h. Liability Insurance		
03 TOTAL OTHER DIRECT COSTS		
4. TOTAL DIRECT COSTS (01+02+03)		
5. OH G&A NET PROCEEDS		
6. BASE PRICE	Annual	
	Monthly	12

COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 031768
LOCATION: 500 Pearl Street
New York, NY

☒ (X) DIRECT LABOR
☐ () INDIRECT LABOR

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: **Janitorial**
PROJECT #: **031768**
LOCATION: **500 Pearl Street**
New York, NY

☒ **DIRECT LABOR**
☐ **INDIRECT LABOR**

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: **Janitorial**
PROJECT #: **031768**
LOCATION: **500 Pearl Street**
New York, NY

☒ **DIRECT LABOR**
☐ **INDIRECT LABOR**

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 031768
LOCATION: 500 Pearl Street
New York, NY

☒ (X) DIRECT LABOR
☐ () INDIRECT LABOR

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 031768
LOCATION: 500 Pearl Street

☒ (X) DIRECT LABOR
☐ () INDIRECT LABOR

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 031768
LOCATION: 500 Pearl Street
New York, NY

☒ (X) DIRECT LABOR
☐ () INDIRECT LABOR

(b) (4)

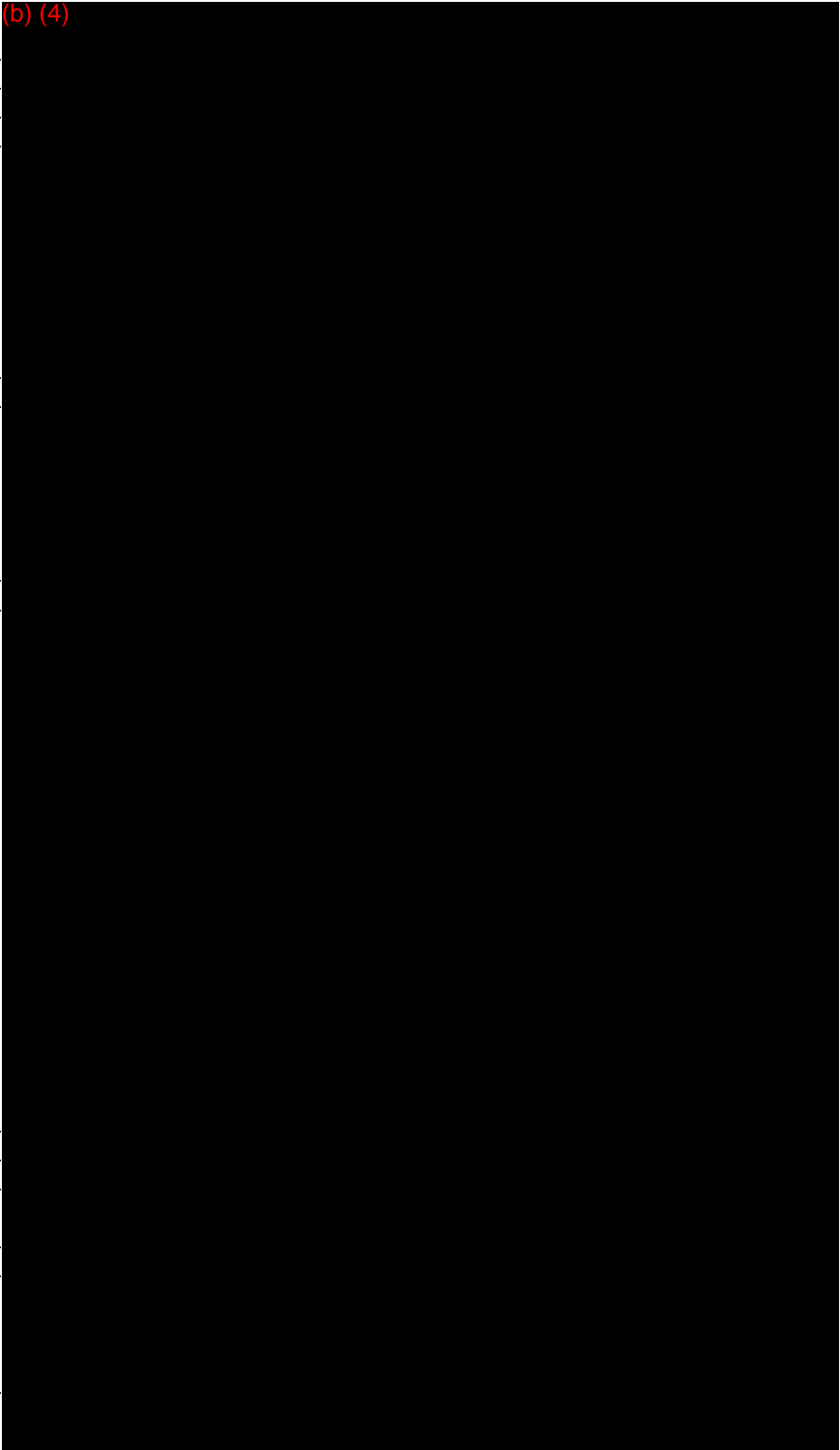


COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 032234
LOCATION: 290 Broadway
New York, NY

CNA: SourceAmerica

DATES: 1/1/17 - 12/31/21



DESCRIPTION
1. LABOR
a. Direct Labor Wage
b. Lead worker wage
c. Supervision wage
01 TOTAL LABOR
2. LABOR FRINGE BENEFITS
a. Direct Labor Fringe (Athmnt D)
b. Supervision Fringe (Athmnt D)
02 TOTAL FRINGE BENEFITS
3. OTHER DIRECT CHARGES
a. Expendables (Athmnt A)
b. Major Equipment (Athmnt B)
c. Minor Equipment (Athmnt C)
d. Vehicle Operation (Athmnt E)
e. Rental (Athmnt F)
f. Subcontracting (Athmnt G)
g. Other
h. Liability Insurance
03 TOTAL OTHER DIRECT COSTS
4. TOTAL DIRECT COSTS (01+02+03)
6. BASE PRICE Annual
Monthly

COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 032234
LOCATION: 290 Broadway
New York, NY

☒ DIRECT LABOR
☐ INDIRECT LABOR

(b) (4)

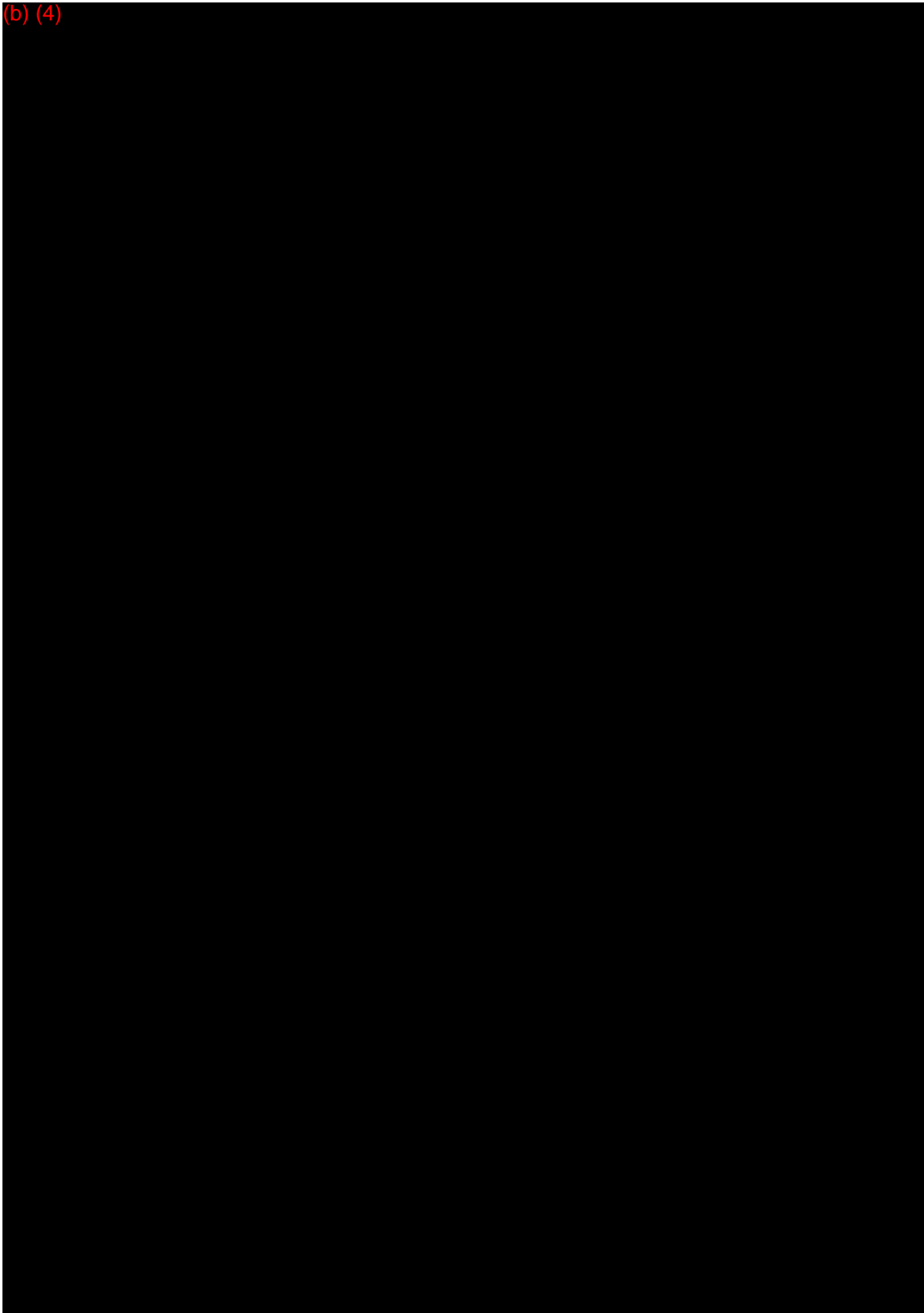


COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 032234
LOCATION: 290 Broadway
New York, NY

☒ (X) DIRECT LABOR
☐ () INDIRECT LABOR

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 032234
LOCATION: 290 Broadway
New York, NY

☒ (X) DIRECT LABOR
☐ () INDIRECT LABOR

(b) (4)

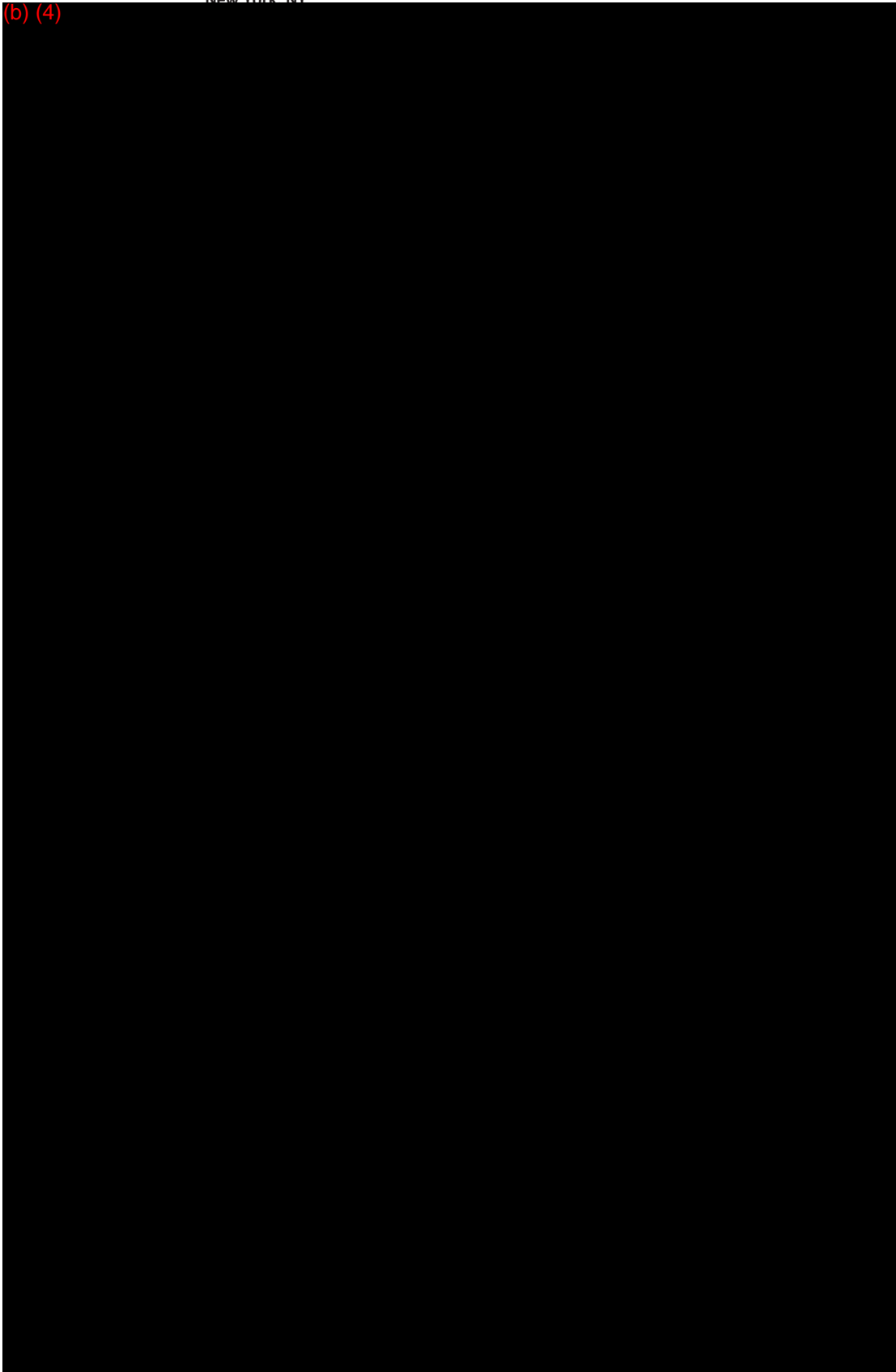


COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 032234
LOCATION: 290 Broadway
New York, NY

☒ (X) DIRECT LABOR
☐ () INDIRECT LABOR

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE:	Janitorial	<input checked="" type="checkbox"/> (X) DIRECT LABOR
PROJECT #:	032234	<input type="checkbox"/> () INDIRECT LABOR
LOCATION:	290 Broadway	
	New York, NY	

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 020034
LOCATION: 201 Varick Street
New York, NY

CNA: SourceAmerica

DATES: 1/1/17 - 12/31/21

(b) (4)

DESCRIPTION	
1. LABOR	
a. Direct Labor Wage	
b. Lead worker wage	
c. Supervision wage	
01 TOTAL LABOR	
2. LABOR FRINGE BENEFITS	
a. Direct Labor Fringe (Athmnt D)	
b. Supervision Fringe (Athmnt D)	
02 TOTAL FRINGE BENEFITS	
3. OTHER DIRECT CHARGES	
a. Expendables (Athmnt A)	
b. Major Equipment (Athmnt B)	
c. Minor Equipment (Athmnt C)	
d. Vehicle Operation (Athmnt E)	
e. Rental (Athmnt F)	
f. Subcontracting (Athmnt G)	
g. Other	
h. Liability Insurance	
03 TOTAL OTHER DIRECT COSTS	
4. TOTAL DIRECT COSTS (01+02+03)	
5. OH G&A NET PROCEEDS TOTAL	
6. BASE PRICE Annual	
Monthly	12

COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 020034
LOCATION: 201 Varick Street
New York, NY

☒ (X) DIRECT LABOR
☐ () INDIRECT LABOR

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 020034
LOCATION: 201 Varick Street
New York, NY

☒ (X) DIRECT LABOR
☐ () INDIRECT LABOR

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 020034
LOCATION: 201 Varick Street

☒ (X) DIRECT LABOR
☐ () INDIRECT LABOR

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: **Janitorial**
PROJECT #: **020034**
LOCATION: **201 Varick Street**
New York, NY

(X) DIRECT LABOR
() INDIRECT LABOR

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: **Janitorial**
PROJECT #: **020034**
LOCATION: **201 Varick Street**

☒ **(X) DIRECT LABOR**
☐ **() INDIRECT LABOR**

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 020034
LOCATION: 201 Varick Street
New York, NY

☒ (X) DIRECT LABOR
☐ () INDIRECT LABOR

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 020308
LOCATION: 40 Centre Street NY
New York, NY

CNA: SourceAmerica

DATES: 1/1/17 - 12/31/21

(b) (4)

DESCRIPTION	
1. LABOR	
a. Direct Labor Wage	
b. Lead worker wage	
c. Supervision wage	
01 TOTAL LABOR	
2. LABOR FRINGE BENEFITS	
a. Direct Labor Fringe (Athmnt D)	
b. Supervision Fringe (Athmnt D)	
02 TOTAL FRINGE BENEFITS	
3. OTHER DIRECT CHARGES	
a. Expendables (Athmnt A)	
b. Major Equipment (Athmnt B)	
c. Minor Equipment (Athmnt C)	
d. Vehicle Operation (Athmnt E)	
e. Rental (Athmnt F)	
f. Subcontracting (Athmnt G)	
g. Other	
h. Liability Insurance	
03 TOTAL OTHER DIRECT COSTS	
4. TOTAL DIRECT COSTS (01+02+03)	
5. OH G&A NET PROCEEDS	
6. BASE PRICE Annual	
Monthly	12

COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 020308
LOCATION: 40 Centre Street NY

☒ (X) DIRECT LABOR
☐ () INDIRECT LABOR

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 020308
LOCATION: 40 Centre Street NY
New York, NY

(X) DIRECT LABOR
() INDIRECT LABOR

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 020308
LOCATION: 40 Centre Street NY
New York, NY

(X) DIRECT LABOR
() INDIRECT LABOR

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 020308
LOCATION: 40 Centre Street NY

☒ (X) DIRECT LABOR
☐ () INDIRECT LABOR

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 020308
LOCATION: 40 Centre Street NY

(X) DIRECT LABOR
() INDIRECT LABOR

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 020494
LOCATION: Howard Street Garage
New York, NY

CNA: SourceAmerica

DATES: 1/1/17 - 12/31/21

(b) (4)

DESCRIPTION		
1. LABOR		
a. Direct Labor Wage		
b. Lead worker wage		
c. Supervision wage		
01 TOTAL LABOR		
2. LABOR FRINGE BENEFITS		
a. Direct Labor Fringe	(Athmnt D)	
b. Supervision Fringe	(Athmnt D)	
02 TOTAL FRINGE BENEFITS		
3. OTHER DIRECT CHARGES		
a. Expendables	(Athmnt A)	
b. Major Equipment	(Athmnt B)	
c. Minor Equipment	(Athmnt C)	
d. Vehicle Operation	(Athmnt E)	
e. Rental	(Athmnt F)	
f. Subcontracting	(Athmnt G)	
g. Other		
h. Liability Insurance		
03 TOTAL OTHER DIRECT COSTS		
4. TOTAL DIRECT COSTS (01+02+03)		
5. OH G&A NET PROCEEDS		
6. BASE PRICE	Annual	
	Monthly	12

COST BREAKDOWN-SERVICES

(X) DIRECT LABOR

() INDIRECT LABOR

SERVICE: Janitorial
PROJECT #: 020494
LOCATION: Howard Street Garage

(b) (4)



COST BREAKDOWN-SERVICES

(X) DIRECT LABOR

() INDIRECT LABOR

SERVICE: Janitorial
PROJECT #: 020494
LOCATION: Howard Street Garage
New York, NY

(b) (4)



COST BREAKDOWN-SERVICES

(X) DIRECT LABOR

() INDIRECT LABOR

SERVICE: Janitorial

PROJECT #: 020494

LOCATION: Howard Street Garage

(b) (4)



COST BREAKDOWN-SERVICES

(X) DIRECT LABOR

() INDIRECT LABOR

SERVICE: Janitorial
PROJECT #: 020494
LOCATION: Howard Street Garage
New York, NY

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: **Janitorial**
PROJECT #: 020494
LOCATION: US Court of International Trade
New York, NY

CNA: SourceAmerica

DATES: 1/1/17 - 12/31/21

(b) (4)

DESCRIPTION	
1. LABOR	
a. Direct Labor Wage	
b. Lead worker wage	
c. Supervision wage	
01 TOTAL LABOR	
2. LABOR FRINGE BENEFITS	
a. Direct Labor Fringe (Athmnt D)	
b. Supervision Fringe (Athmnt D)	
02 TOTAL FRINGE BENEFITS	
3. OTHER DIRECT CHARGES	
a. Expendables (Athmnt A)	
b. Major Equipment (Athmnt B)	
c. Minor Equipment (Athmnt C)	
d. Vehicle Operation (Athmnt E)	
e. Rental (Athmnt F)	
f. Subcontracting (Athmnt G)	
g. Other	
h. Liability Insurance	
03 TOTAL OTHER DIRECT COSTS	
4. TOTAL DIRECT COSTS (01+02+03)	
5. OH G&A NET PROCEEDS	
6. BASE PRICE Annual	
Monthly	12

COST BREAKDOWN-SERVICES

(X) DIRECT LABOR

() INDIRECT LABOR

SERVICE: Janitorial

PROJECT #: 020494

LOCATION: US Court of International Trade
New York, NY

(b) (4)



COST BREAKDOWN-SERVICES

(X) DIRECT LABOR

() INDIRECT LABOR

SERVICE: Janitorial
PROJECT #: 020494
LOCATION: US Court of International Trade
New York, NY

(b) (4)



COST BREAKDOWN-SERVICES

(X) DIRECT LABOR

() INDIRECT LABOR

SERVICE: Janitorial

PROJECT #: 020494

LOCATION: US Court of International Trade

(b) (4)



COST BREAKDOWN-SERVICES

(X) DIRECT LABOR

() INDIRECT LABOR

SERVICE: Janitorial
PROJECT #: 020494
LOCATION: US Court of International Trade

(b) (4)



COST BREAKDOWN-SERVICES

(X) DIRECT LABOR

() INDIRECT LABOR

SERVICE: Janitorial
PROJECT #: 020494
LOCATION: US Court of International Trade
New York, NY

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 020308
LOCATION: 1 St. Andrews Plaza
New York, NY

CNA: SourceAmerica

DATES: 1/1/17 - 12/31/21

(b) (4)

DESCRIPTION	
1. LABOR	
a. Direct Labor Wage	
b. Lead worker wage	
c. Supervision wage	
01 TOTAL LABOR	
2. LABOR FRINGE BENEFITS	
a. Direct Labor Fringe (Athmnt D)	
b. Supervision Fringe (Athmnt D)	
02 TOTAL FRINGE BENEFITS	
3. OTHER DIRECT CHARGES	
a. Expendables (Athmnt A)	
b. Major Equipment (Athmnt B)	
c. Minor Equipment (Athmnt C)	
d. Vehicle Operation (Athmnt E)	
e. Rental (Athmnt F)	
f. Subcontracting (Athmnt G)	
g. Other	
h. Liability Insurance	
03 TOTAL OTHER DIRECT COSTS	
4. TOTAL DIRECT COSTS (01+02+03)	
5. OH G&A NET PROCEEDS	
6. BASE PRICE Annual	
Monthly	12

COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 020308
LOCATION: 1 St. Andrews Plaza
New York, NY

☒ DIRECT LABOR
☐ INDIRECT LABOR

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 020308
LOCATION: 1 St. Andrews Plaza
New York, NY

☒ DIRECT LABOR
☐ INDIRECT LABOR

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 020308
LOCATION: 1 St. Andrews Plaza
New York, NY

☒ (X) DIRECT LABOR
☐ () INDIRECT LABOR

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: **Janitorial**
PROJECT #: **020308**
LOCATION: **1 St. Andrews Plaza**

☒ **(X) DIRECT LABOR**
☐ **() INDIRECT LABOR**

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 020308
LOCATION: 1 St. Andrews Plaza
New York, NY

(X) DIRECT LABOR
() INDIRECT LABOR

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 020494
LOCATION: 26 Federal Plaza
New York, NY

CNA: SourceAmerica

Dates: 1/1/17 - 12/31/21

DESCRIPTION	
1. LABOR	
a. Direct Labor Wage	
b. Lead worker wage	
c. Supervision wage	
01 TOTAL LABOR	
2. LABOR FRINGE BENEFITS	
a. Direct Labor Fringe (Athmnt D)	
b. Supervision Fringe (Athmnt D)	
02 TOTAL FRINGE BENEFITS	
3. OTHER DIRECT CHARGES	
a. Expendables (Athmnt A)	
b. Major Equipment (Athmnt B)	
c. Minor Equipment (Athmnt C)	
d. Vehicle Operation (Athmnt E)	
e. Rental (Athmnt F)	
f. Subcontracting (Athmnt G)	
g. Other	
h. Liability Insurance	
03 TOTAL OTHER DIRECT COSTS	
4. TOTAL DIRECT COSTS (01+02+03)	
5. OH G&A NET PROCEEDS TOTAL	
6. BASE PRICE Annual	
Monthly	12

(b) (4)

COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 020494
LOCATION: 26 Federal Plaza
New York, NY

(X) DIRECT LABOR
() INDIRECT LABOR

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 020494
LOCATION: 26 Federal Plaza
New York, NY

(X) DIRECT LABOR
() INDIRECT LABOR

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 020494
LOCATION: 26 Federal Plaza
New York, NY

(X) DIRECT LABOR
() INDIRECT LABOR

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 020494
LOCATION: 26 Federal Plaza

☒ (X) DIRECT LABOR
☐ () INDIRECT LABOR

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 020494
LOCATION: 26 Federal Plaza
New York, NY

☒ (X) DIRECT LABOR
☐ () INDIRECT LABOR

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 020494
LOCATION: 26 Federal Plaza
New York, NY

☒ (X) DIRECT LABOR
☐ () INDIRECT LABOR

(b) (4)



COST BREAKDOWN-SERVICES

SERVICE: Janitorial
PROJECT #: 020494
LOCATION: 26 Federal Plaza
New York, NY

☒ (X) DIRECT LABOR
☐ () INDIRECT LABOR

(b) (4)



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 11			
2. AMENDMENT/MODIFICATION NO. PS05		3. EFFECTIVE DATE 2/1/2018		4. REQUISITION/PURCHASE REQ. NO. EQ2PQB-17-0001		5. PROJECT NO. (If applicable)			
6. ISSUED BY OPERATIONS BRANCH B 1 WORLD TRADE CENTER NEW YORK, NY 10007		CODE 2PQB		7. ADMINISTERED BY (If other than Item 6) GSA/PBS LOWER MANHATTAN FIELD OFFICE 290 BROADWAY, ROOM 206 NEW YORK, NY 10007		CODE 2PSML			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FEDCAP REHABILITATION SERVICES, INC. 633 3RD AVE 6TH FL NEW YORK, NY 10017 DUNS: 071017115 Cage Code: 8A849				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. GS02P17PVA0002/GSP0217PV0044 <input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) Dec 15, 2016					
CODE						FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Modification Obligation Amount: (b) (4)

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-7
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Please see attached

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) (b) (6)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lawrence Eng, Supv. Contract Specialist	
15C. DATE SIGNED 3/9/18		16C. DATE SIGNED 3/9/18	
		(Signature of Contracting Officer)	

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

- (a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.
- (b) Item 3 (Effective date).
- (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
- (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
- (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
- (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
- (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.
- (c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.
- (d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.
- (e) Item 9, (Amendment of Solicitation No. - Dated), and 10, (Modification of Contract/Order No. - Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.
- (f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries.
- (1) Accounting classification _____
Net increase \$ _____
- (2) Accounting classification _____
Net decrease \$ _____
- NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".
- (g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)
- (h) Item 14 (Description of Amendment/Modification).
- (1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document
- (2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:
- (i) Total contract price increased by \$ _____
- (ii) Total contract price decreased by \$ _____
- (iii) Total contract price unchanged.
- (3) State reason for modification.
- (4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.
- (5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to --
- (i) A reference to the letter determination; and
- (ii) A statement of the net amount determined to be due in settlement of the contract.
- (6) Include subject matter or short title of solicitation/contract where feasible.
- (i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

Description of Amendment/Modification

This modification is hereby issued to incorporate the following changes to this contract:

- 1) Incorporate the cost for a forklift at the Jacob K. Javits Federal Building
- 2) Incorporate revised window washing methodology at the Daniel Patrick Moynihan U.S. Courthouse.

This award is a fixed price incrementally funded building service contract. The certification of funding reflects only one month of funding in the amount of (b) (4), which includes (b) (4) for the period of performance of 03/01/2018 - 03/31/2018 and a retroactive payment of (b) (4) for the period of performance of 02/01/18 - 02/28/18. The Monthly payment for February 2018 will remain the same at (b) (4) and for monthly payment for March 2018 will be (b) (4).

The remaining 9 months are subject to the Limitation of Government's Obligation clause which is attached and the remaining months will be funded in one-month increments.

The PBS Office of Acquisition Management has been delegated administrative contracting officer (ACO) authority ensure that the incremental funding is obligated in accordance with the schedule contained in the Limitation of Government's Obligation contract clause. The contractor will be sent an email to the below email address when the subsequent monthly increment of funding is provided.

CONTRACTOR E-MAIL: (b) (4)

CONTRACTING OFFICER E-MAIL: lawrence.eng@gsa.gov

The contract value is increased from (b) (4).

SF30 List of Accounting Strings

Accounting String	Amount Obligated
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0130ZZ.....	(b) (4)
1B7B01220.2018.192X.02.P0225200.PG61.PGA11.K08..NY0350ZZ.....	
1B7B01220.2018.192X.02.P0225200.PG61.PGA11.K08..NY0130ZZ.....	
1B7B01220.2018.192X.02.P0221100.PG61.PGA11.K08..NY0128ZZ.....	
1B7B01220.2018.192X.02.P0225100.PG61.PGA11.K08..NY0311ZZ.....	
1B7B01220.2018.192X.02.P0221100.PG61.PGA11.K08..NY0369ZZ.....	
1B7B01220.2018.192X.02.P0225200.PG61.PGA11.K08..NY0323ZZ.....	
1B7B01220.2018.192X.02.P0225100.PG61.PGA11.K08..NY0282ZZ.....	
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0351ZZ.....	
1B7B01220.2017.192X.02.P0225100.PG61.PGA11.K08..NY0282ZZ.....	
1B7B01220.2017.192X.02.P0221100.PG61.PGA11.K08..NY0369ZZ.....	
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0350ZZ.....	
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0323ZZ.....	
1B7B01220.2017.192X.02.P0221100.PG61.PGA11.K08..NY0128ZZ.....	
1B7B01220.2017.192X.02.P0225100.PG61.PGA11.K08..NY0311ZZ.....	
1B7B01220.2018.192X.02.P0225200.PG61.PGA11.K08..NY0351ZZ.....	

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ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT	
1001	<p>Manhattan Consolidated Custodial - Option Period 1 (1/1/18 - 12/31/18)</p> <p>Manhattan Consolidated Custodial - Thurgood Marshall U.S. Courthouse, Daniel Patrick Moynihan U.S. Courthouse, U.S. Court of International Trade, Ronald H. Brown United States Mission to the United Nations Building, Ted Weiss Federal Building, Silvio V. Mollo Federal Building, Jacob K. Javits Federal Building, Federal Office Building at 201 Varick Street, Howard Street Garage, 203-209 Centre Street 1B7B01220.2018.192X.02.P0225100 PG61.PGA11.K08..NY0282ZZ..... (b) (4)</p> <p>1B7B01220.2018.192X.02.P0225200 PG61.PGA11.K08..NY0323ZZ..... (b) (4)</p> <p>1B7B01220.2018.192X.02.P0225200 PG61.PGA11.K08..NY0351ZZ..... (b) (4)</p> <p>1B7B01220.2018.192X.02.P0225200 PG61.PGA11.K08..NY0350ZZ..... (b) (4)</p>				(b) (4)	

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ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT	
1001A	1B7B01220.2018.192X.02.P0221100 PG61.PGA11.K08..NY0369ZZ..... (b) (4)					
	1B7B01220.2018.192X.02.P0225100 PG61.PGA11.K08..NY0311ZZ..... (b) (4)					
	1B7B01220.2018.192X.02.P0225200 PG61.PGA11.K08..NY0130ZZ..... (b) (4)					
	1B7B01220.2018.192X.02.P0221100 PG61.PGA11.K08..NY0128ZZ..... (b) (4)					
	PoP: 01/01/2018 - 12/31/2018					
	Manhattan Consolidated Custodial - Option Period 1 (1/1/18 - 1/31/18) Manhattan Consolidated Custodial - Thurgood Marshall U.S. Courthouse, Daniel Patrick Moynihan U.S. Courthouse, U.S. Court of International Trade, Ronald H. Brown United States Mission to the United Nations Building, Ted Weiss Federal Building, Silvio V. Mollo Federal Building, Jacob K. Javits Federal Building, Federal Office Building at 201 Varick Street, Howard Street Garage,	1	MO	(b) (4)		

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ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT	
1001B	203-209 Centre Street PoP: 01/01/2018 - 12/31/2018 Manhattan Consolidated Custodial - Option Period 1 (2/1/18 - 3/31/18) Manhattan Consolidated Custodial - Thurgood Marshall U.S. Courthouse, Daniel Patrick Moynihan U.S. Courthouse, U.S. Court of International Trade, Ronald H. Brown United States Mission to the United Nations Building, Ted Weiss Federal Building, Silvio V. Mollo Federal Building, Jacob K. Javits Federal Building, Federal Office Building at 201 Varick Street, Howard Street Garage, 203-209 Centre Street PoP: 01/01/2018 - 12/31/2018	2	MO	(b) (4)		
1001C	Manhattan Consolidated Custodial - Option Period 1 (3/1/18 - 12/31/18) Manhattan Consolidated Custodial - Thurgood Marshall U.S. Courthouse, Daniel Patrick Moynihan U.S. Courthouse, U.S. Court of International Trade, Ronald H. Brown United States Mission to the United Nations Building, Ted Weiss Federal Building, Silvio V. Mollo	9	MO			

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ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT	
	Federal Building, Jacob K. Javits Federal Building, Federal Office Building at 201 Varick Street, Howard Street Garage, 203-209 Centre Street PoP: 01/01/2018 - 12/31/2018					

LIMITATION OF GOVERNMENT'S OBLIGATION

(a) Contract line item 1001B is incrementally funded. For these item(s), the sum of (b) (4) of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in Paragraph (J) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor shall be notified that funding is available by email (as annotated on the award document) to the contractor 15 days prior to the incremental funding dates as outlined in Paragraph J. Notice of funding will also be provided via a website (<https://finance3.gsa.gov>). If after such notification additional funds are not allotted prior to the expiration date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor agrees to continue performance in accordance with the contract. The provisions of paragraphs (b) and (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below in Paragraph J, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. § 1342.

(j) The parties contemplate that the Government will allot funds to this contract in increments from the date of award in accordance with the following schedule:

Date of Contract Execution	(b) (4)
April 1, 2018	
May 1, 2018	
June 1, 2018	
July 1, 2018	
August 1, 2018	
September 1, 2018	
November 1, 2018	
December 1, 2018	

MODIFICATION TRACKING SPREADSHEET

LOCATION:	Manhattan Consolidated Custodial
CONTRACT INSTRUMENT:	GS-02-P-17-PV-A-0002, GS-P-02-17-PV-0044, Mod PS05
CONTRACTOR:	FEDCAP REHABILITATION SERVICES, INC.
SERVICES PROVIDED:	Custodial and Related Services
EFFECTIVE PERIOD:	01/01/18 - 12/31/18

Based upon data from:

Service Contract Act Wage Determination No. 1997-0225; Revision No. 59

Period of Performance	Start	End	O&M	Escalation / Reduction	Monthly	Annual
Base Period	01/01/17	03/31/17	(b) (4)			
Modification No. PS01	04/01/17	04/30/17				
Modification No. PS02	05/01/17	06/30/17				
Modification No. PS03	07/01/17	12/31/17				
Mod PO04 - Option Year 1	01/01/18	01/31/18				
Modification PS05	02/01/18	12/31/18				
Option Year 2	01/01/19	12/31/19				
Option Year 3	01/01/20	12/31/20				
Option Year 4	01/01/21	12/31/21				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 8	
2. AMENDMENT/MODIFICATION NO. PS06		3. EFFECTIVE DATE 2/1/2018		4. REQUISITION/PURCHASE REQ. NO. EQ2PQB-17-0001		5. PROJECT NO. (If applicable)	
6. ISSUED BY OPERATIONS BRANCH B 1 WORLD TRADE CENTER NEW YORK, NY 10007		CODE 2PQB		7. ADMINISTERED BY (If other than Item 6) OPERATIONS BRANCH B 1 WORLD TRADE CENTER NEW YORK, NY 10007		CODE 2PQB	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FEDCAP REHABILITATION SERVICES, INC. 633 3RD AVE 6TH FL NEW YORK, NY 10017 DUNS: 071017115 Cage Code: 8A849				(X)		9A. AMENDMENT OF SOLICITATION NO.	
				<input type="checkbox"/>		9B. DATED (SEE ITEM 11)	
				<input checked="" type="checkbox"/>		10A. MODIFICATION OF CONTRACT/ORDER NO. GS02P17PVA0002/GSP0217PV0044	
				<input checked="" type="checkbox"/>		10B. DATED (SEE ITEM 13) Dec 15, 2016	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA

Modification Obligation Amount: (b) (4)

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-7
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Please see attached

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Steven Coons, VP, Facilities Management		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lawrence Eng, Supv. Contract Specialist	
(b) (6)		15C. DATE SIGNED 4/24/18	16C. DATE SIGNED (b) (6)

Description of Amendment/Modification

This modification is hereby issued to incorporate the following changes to this contract:

- 1) Decrease the funding for 500 Pearl, Daniel Patrick Moynihan U.S. Courthouse by (b) (4); as window rig equipment maintenance has discontinued.
- 2) Decrease the funding for 290 Broadway, Ted Weiss Federal Building by (b) (4); as window rig equipment maintenance has discontinued.

This award is a fixed price incrementally funded building service contract.

This modification also includes certification of funding, which reflects only one month of funding in the amount of (b) (4), which reflects the total monthly payment effective April 2018. The remaining 8 months are subject to the Limitation of Government's Obligation clause which is attached and the remaining months will be funded in one-month increments.

The PBS Office of Acquisition Management has been delegated administrative contracting officer (ACO) authority ensure that the incremental funding is obligated in accordance with the schedule contained in the Limitation of Government's Obligation contract clause. The contractor will be sent an email to the below email address when the subsequent monthly increment of funding is provided.

CONTRACTOR E-MAIL: (b) (4)

CONTRACTING OFFICER E-MAIL: lawrence.eng@gsa.gov

The contract value is increased by (b) (4).

SF30 List of Accounting Strings

Accounting String	Amount Obligated
-------------------	------------------

1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0130ZZ.....	
1B7B01220.2018.192X.02.P0225200.PG61.PGA11.K08..NY0350ZZ.....	
1B7B01220.2018.192X.02.P0225200.PG61.PGA11.K08..NY0130ZZ.....	
1B7B01220.2018.192X.02.P0221100.PG61.PGA11.K08..NY0128ZZ.....	
1B7B01220.2018.192X.02.P0225100.PG61.PGA11.K08..NY0311ZZ.....	
1B7B01220.2018.192X.02.P0221100.PG61.PGA11.K08..NY0369ZZ.....	
1B7B01220.2018.192X.02.P0225200.PG61.PGA11.K08..NY0323ZZ.....	
1B7B01220.2018.192X.02.P0225100.PG61.PGA11.K08..NY0282ZZ.....	
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0351ZZ.....	
1B7B01220.2017.192X.02.P0225100.PG61.PGA11.K08..NY0282ZZ.....	
1B7B01220.2017.192X.02.P0221100.PG61.PGA11.K08..NY0369ZZ.....	
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0350ZZ.....	
1B7B01220.2017.192X.02.P0225200.PG61.PGA11.K08..NY0323ZZ.....	
1B7B01220.2017.192X.02.P0221100.PG61.PGA11.K08..NY0128ZZ.....	
1B7B01220.2017.192X.02.P0225100.PG61.PGA11.K08..NY0311ZZ.....	
1B7B01220.2018.192X.02.P0225200.PG61.PGA11.K08..NY0351ZZ.....	

(b) (4)

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ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT	
1001	<p>Manhattan Consolidated Custodial - Option Period 1 (1/1/18 - 12/31/18)</p> <p>Manhattan Consolidated Custodial - Thurgood Marshall U.S. Courthouse, Daniel Patrick Moynihan U.S. Courthouse, U.S. Court of International Trade, Ronald H. Brown United States Mission to the United Nations Building, Ted Weiss Federal Building, Silvio V. Mollo Federal Building, Jacob K. Javits Federal Building, Federal Office Building at 201 Varick Street, Howard Street Garage, 203-209 Centre Street 1B7B01220.2018.192X.02.P0221100 PG61.PGA11.K08..NY0369ZZ..... (b) (4)</p> <p>1B7B01220.2018.192X.02.P0225200 PG61.PGA11.K08..NY0323ZZ..... (b) (4)</p> <p>1B7B01220.2018.192X.02.P0225200 PG61.PGA11.K08..NY0351ZZ..... (b) (4)</p> <p>1B7B01220.2018.192X.02.P0225200 PG61.PGA11.K08..NY0350ZZ..... (b) (4)</p>				(b) (4)	

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ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT	
1001A	1B7B01220.2018.192X.02.P0225100 PG61.PGA11.K08..NY0282ZZ..... Ob (b) (4)					
	1B7B01220.2018.192X.02.P0225100 PG61.PGA11.K08..NY0311ZZ..... (b) (4)					
	1B7B01220.2018.192X.02.P0225200 PG61.PGA11.K08..NY0130ZZ..... (b) (4)					
	1B7B01220.2018.192X.02.P0221100 PG61.PGA11.K08..NY0128ZZ..... (b) (4)					
	PoP: 01/01/2018 - 12/31/2018					
	Manhattan Consolidated Custodial - Option Period 1 (1/1/18 - 1/31/18) Manhattan Consolidated Custodial - Thurgood Marshall U.S. Courthouse, Daniel Patrick Moynihan U.S. Courthouse, U.S. Court of International Trade, Ronald H. Brown United States Mission to the United Nations Building, Ted Weiss Federal Building, Silvio V. Mollo Federal Building, Jacob K. Javits Federal Building, Federal Office Building at 201 Varick Street, Howard Street Garage,	1	MO	(b) (4)		

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ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT	
1001B	203-209 Centre Street PoP: 01/01/2018 - 12/31/2018 Manhattan Consolidated Custodial - Option Period 1 (2/1/18 - 3/31/18) Manhattan Consolidated Custodial - Thurgood Marshall U.S. Courthouse, Daniel Patrick Moynihan U.S. Courthouse, U.S. Court of International Trade, Ronald H. Brown United States Mission to the United Nations Building, Ted Weiss Federal Building, Silvio V. Mollo Federal Building, Jacob K. Javits Federal Building, Federal Office Building at 201 Varick Street, Howard Street Garage, 203-209 Centre Street PoP: 01/01/2018 - 12/31/2018	2	MO	(b) (4)		
1001C	Manhattan Consolidated Custodial - Option Period 1 (4/1/18 - 4/31/18) Manhattan Consolidated Custodial - Thurgood Marshall U.S. Courthouse, Daniel Patrick Moynihan U.S. Courthouse, U.S. Court of International Trade, Ronald H. Brown United States Mission to the United Nations Building, Ted Weiss Federal Building, Silvio V. Mollo	1	MO			

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ITEM NO., FORM OR STOCK NUMBER	DESCRIPTION OF ARTICLES OR SERVICES	QUAN-TITY	UNIT OF ISSUE	UNIT PRICE	AMOUNT	
1001D	Federal Building, Jacob K. Javits Federal Building, Federal Office Building at 201 Varick Street, Howard Street Garage, 203-209 Centre Street PoP: 01/01/2018 - 12/31/2018	8	MO	(b) (4)		
	Manhattan Consolidated Custodial - Option Period 1 (5/1/18 - 12/31/18) Manhattan Consolidated Custodial - Thurgood Marshall U.S. Courthouse, Daniel Patrick Moynihan U.S. Courthouse, U.S. Court of International Trade, Ronald H. Brown United States Mission to the United Nations Building, Ted Weiss Federal Building, Silvio V. Mollo Federal Building, Jacob K. Javits Federal Building, Federal Office Building at 201 Varick Street, Howard Street Garage, 203-209 Centre Street PoP: 01/01/2018 - 12/31/2018					

LIMITATION OF GOVERNMENT'S OBLIGATION

(a) Contract line item 1001C is incrementally funded. For these item(s), the sum of (b) (4) the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in Paragraph (J) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor shall be notified that funding is available by email (as annotated on the award document) to the contractor 15 days prior to the incremental funding dates as outlined in Paragraph J. Notice of funding will also be provided via a website (<https://finance3.gsa.gov>). If after such notification additional funds are not allotted prior to the expiration date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor agrees to continue performance in accordance with the contract. The provisions of paragraphs (b) and (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below in Paragraph J, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. § 1342.

(j) The parties contemplate that the Government will allot funds to this contract in increments from the date of award in accordance with the following schedule:

Date of Contract Execution	(b) (4)
May 1, 2018	
June 1, 2018	
July 1, 2018	
August 1, 2018	
September 1, 2018	
October 1, 2018	
November 1, 2018	
December 1, 2018	